

EXHIBIT 1

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Jon Takasugi

Joseph Prencipe
1718 W Mansfield Ave
Spokane, WA, 99205
Email: Joe@Prencipe.com
Telephone: (310) 728-9994

Pro Se

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

JOSEPH PRENCIPE, an individual,

Plaintiff,

v.

AFSHIN P. PISHEVAR, an individual;

SHERVIN K. PISHEVAR, an individual;

DRYFTWOOD, INC., D/B/A SIZZLE, a

Delaware corporation;

DRYFTWOOD, INC., D/B/A SIZZLE, a

Florida corporation;

GOBRANDS, INC., D/B/A GOPUFF, a

Delaware corporation;

DOES 1-20,

Defendants.

CASE NO.: 23STCV00248

PLAINTIFF'S COMPLAINT FOR:

- (1) BREACH OF ORAL CONTRACT**
- (2) BREACH OF IMPLIED CONTRACT**
- (3) PROMISSORY ESTOPPEL**
- (4) QUANTUM MERUIT**
- (5) CONSTRUCTIVE DISCHARGE**
- (6) BREACH OF IMPLIED COVENANT OF
GOOD FAITH AND FAIR DEALING**
- (7) LABOR CODE §970 VIOLATION**
- (8) LABOR CODE §1050 VIOLATION**
- (9) DEFAMATION**
- (10) INTENTIONAL INFLECTION OF
EMOTIONAL DISTRESS**
- (11) NEGLIGENT INFLECTION OF
EMOTIONAL DISTRESS**
- (12) FAILURE TO ACCOMMODATE
DISABILITY**
- (13) INTENTIONAL INTERFERENCE
WITH A CONTRACT**
- (14) INTENTIONAL INTERFERENCE
WITH ECONOMIC RELATIONS**
- (15) CONSTRUCTIVE FRAUD**
- (16) NEGLIGENT MISREPRESENTATION**
- (17) UNDUE INFLUENCE**

DEMAND FOR JURY TRIAL

1 Plaintiff Joseph alleges as follows for his complaint against Defendants:

2 INTRODUCTION

3 1. **This is a case about a Florida employer who hired a California employee to**
4 **move across the country, and then aggressively abused him and breached his contract.**

5 2. Joseph was a California resident working in California.

6 3. Sizzle is a Florida tech startup.

7 4. **Sizzle hired Joseph to move to Florida to work for them.**

8 5. **Joseph did just that. He moved to Florida and began working at Sizzle.** He
9 terminated his lease in California. He rented a U-Haul. He moved his family across the country.
10 He leased a home in Florida. And he worked for Sizzle for a year.

11 6. **Joseph held up his end of the bargain. But Sizzle didn't do anything it agreed**
12 **to do.** Sizzle did not give Joseph the agreed salary, job title, working hours, work days, work
13 location, or work responsibility.

14 7. On top of that, Defendants aggressively abused Joseph. They did this while
15 knowing that he has a mental illness. They even demanded that he stop taking his medication.

16 8. **This caused severe damage to Joseph.** Joseph has lost over \$700,000 in income
17 and counting. Joseph's mental illness was significantly aggravated. Now, he has tremors,
18 hypertension, occasional lock-jaw, and other medical complications.

19 9. **On the other hand, Defendants have netted over \$20 million dollars from**
20 **Joseph's work for Defendants.**

21 10. **This is completely - and utterly - wrong. Now, Joseph seeks justice to make**
22 **this right.** Joseph seeks a judgment against Defendants for breach of oral contract, intentional
23 infliction of emotional distress and other counts. Joseph seeks to receive damages.

24 11. **This Court must act to protect the residents of California from this abusive,**
25 **manipulative behavior. If the Court does not, then it is supporting a heinous precedent that**
26 **California residents can be intentionally lured out of state and harmed without recourse in**
27 **California courts.**

28 12. **This Court must grant Joseph damages.**

PARTIES

13. Joseph Prencipe ("**Joseph**"), an individual residing in Santa Monica, California at all times described in the complaint.

14. Afshin P. Pischevar ("**Afshin Pischevar**"), an individual residing in Rockville, MD, at all times described in the complaint. Afshin Pischevar is the CEO of Sizzle. Afshin Pischevar is also an officer, shareholder, and director of Sizzle. Afshin Pischevar is also an employee of GoPuff.

15. Shervin K. Pischevar ("**Shervin Pischevar**"), an individual residing in Miami, FL, at all times described in the complaint. Shervin Pischevar is the Chairman of Sizzle. Shervin Pischevar is also an officer, shareholder, and director of Sizzle. Shervin Pischevar is also an investor of GoPuff. Afshin Pischevar and Shervin Pischevar are a family of billionaires.

16. Dryftwood, Inc. D/B/A Sizzle is a Delaware corporation with principal place of business in Philadelphia, PA ("**Sizzle Delaware**").

17. Dryftwood, Inc. D/B/A Sizzle is a Florida corporation with principal place of business in Philadelphia, PA ("**Sizzle Florida**"). Taken together, Sizzle Delaware and Sizzle Florida are "**Sizzle**". Sizzle is a tech startup that was ideated by Joseph and formed by Afshin Pischevar and Shervin Pischevar.

18. GoBrands, Inc., D/B/A GoPuff ("**GoPuff**") is a Delaware corporation with its headquarters in Philadelphia, PA, and with operations nationwide. GoPuff is a major national ecommerce company with over a \$10 billion dollar market valuation. GoPuff bought Sizzle.

19. Plaintiff is unaware of the true names and capacities of Defendants DOES 1 through 20, inclusive, and therefore sues those parties by fictitious names ("**DOES 1-20**") (all of the above, taken together, the "**Defendants**"). Plaintiff alleges that DOES 1-20 are responsible in some manner for the events herein. Plaintiff will seek leave to amend the Complaint to state the true names and capacities of DOES 1-20 when they have been ascertained or their liability is discovered.

20. Upon information and belief, at all relevant times herein alleged, each of the Defendants conspired with, acted in concert with, and aided and abetted each other to commit the

1 wrongs against Plaintiff. Upon information and belief, Plaintiff alleges that at all times herein
2 mentioned, each Defendants was also the agent, servant, joint venturer, partner, successors-in-
3 interest, predecessors-in-interest, co-venturer, co-owner, purported co-author or joint author,
4 alter ego, and/or employee of each and every other Defendant, and was acting within the course
5 and scope of its authority, and each Defendant ratified, authorized, and approved the acts of each
6 other Defendant. Plaintiff is hereby informed and believes and thereon alleges that any act or
7 omissions attributed herein to a corporation or other business entity were authorized acts,
8 performed by an authorized representation of said entity, acting within the course and scope of
9 its agency or authority, and were ratified by reasonable representatives of the entity. Upon
10 information and belief, each of the Defendants agreed to a common plan or design to commit the
11 tortious acts described below, had actual knowledge that the unlawful conduct was planned, and
12 concurred in the scheme with knowledge of its unlawful purpose.

13 21. Upon information and belief, at all times relevant, Afshin Pishevar and Shervin
14 Pishevar treated Sizzle as their alter ego and there is a unity of interest between such parties such
15 that upholding the corporate entity would sanction a fraud or promote an injustice.

16 22. Actions of the Afshin Pishevar and Shervin Pishevar alleged herein are actions
17 done on behalf of and directed by Sizzle as their principal and are imputed on Sizzle.

18 **JURISDICTION; VENUE**

19 23. Jurisdiction is proper in the Superior Court of the State of California for the
20 County of Los Angeles pursuant to Section 410.10 of the California Code of Civil Procedure.

21 24. This Court has personal jurisdiction over Afshin Pishevar, Shervin Pishevar, and
22 Sizzle because they hired Joseph when he resided in Santa Monica, California. Each such
23 Defendant knew that Joseph resided in Santa Monica, California, at the time of such hiring. Each
24 such Defendant hired Joseph to move from Santa Monica, California to Florida.

25 25. Afshin Pishevar's contacts with California are substantial, systematic, and
26 continuous. Afshin Pishevar regularly travels to California and regularly conducts business in
27 California with other California businesses.

1 26. Shervin Pishevar's contacts with California are substantial, systematic, and
2 continuous. Shervin Pishevar regularly travels to California and regularly conducts business in
3 California with other California businesses. Shervin Pishevar owns, directly or indirectly,
4 interests in dozens of California businesses.

5 27. Sizzle's contacts with California are substantial, systematic, and continuous.
6 Sizzle operates in California and regularly conducts business in California.

7 28. GoPuff's contacts with California are substantial, systematic, and continuous.
8 GoPuff operates at over 100 locations in California and regularly conducts business in
9 California.

10 29. In these and in other ways, each Defendant has extensive minimum contacts with
11 the State of California such that the exercise of jurisdiction does not offend the traditional
12 notions of fair play and substantial justice.

- 13 a. Each of the Defendants has purposefully availed themselves of the benefits of the
14 forum state. Each of the Defendants hired a California resident to work for them.
15 Each of the Defendants has put goods into the stream of commerce in California
16 to economically benefit.
- 17 b. Plaintiff's claim arises out of or has a substantial connection to the Defendants'
18 contacts with California.
- 19 c. California has an extremely strong interest in protecting its residents from conduct
20 like that of Defendants in this case. California cannot let out-of-state companies
21 lure its citizens out-of-state, abuse them, breach on them, and then get away with
22 it without being subject to California jurisdiction. If this were to be allowed to
23 happen, then California citizens would face tremendous risk when getting hired
24 by anyone in the entire rest of the country.
- 25 d. The Plaintiff has a strong interest in obtaining convenient and effective relief from
26 this court. If Plaintiff were forced to adjudicate this case in a foreign forum, then
27 Plaintiff would be subject to an increase in travel costs and attorneys' fees.
28

- e. It's in the interest of the interstate judicial system to obtaining the most efficient resolution if this controversy is adjudicated upon in this forum. The majority of witnesses are based in Los Angeles, California. California courts will be most efficient to adjudicate this case, because this case must be brought under California law. It would be inefficient, and use significantly more court resources, if a foreign court attempted to rule under this case applying California law.
- f. Defendants are not substantially burdened by litigating in California. Defendants do significant and ongoing business in California. Defendants are, each of them, billionaires, while Plaintiff was left nearly bankrupted by them.
- g. It is in the shared interests of all States that each of them be able to and have the power to protect their own citizens from bad actor employers from out-of-state.

30. Venue is proper in this County and this Court because the contract entered into between Joseph and Defendants, which forms part of the subject matter of this action, were entered into while Joseph resided in Santa Monica, California. Defendants lured Joseph to move to another county. Defendants then abused and breach their contract with Joseph. Joseph should not be subject to the courts of the other county to which he was enticed to travel to. Venue is also proper in this County and this Court because the Defendants do or did business in this County during all times relevant to this lawsuit.

31. State policy favors jurisdiction and venue in this County and this State. The Joseph was a resident of Los Angeles County, California when offered the job described in this complaint. The Defendants enticed the Joseph to move his residence out of California, where they then breached their agreement with Joseph. The State of California has a policy of protecting California residents.

STATEMENT OF FACTS

JOSEPH LIVED AND WORKED IN CALIFORNIA

32. Joseph's family is from California. *Declaration of Joseph*, ¶1, attached as Exhibit 1.

33. Joseph lived in Santa Monica, California, when offered a job by Defendants. *Id.*, ¶3; see *Lease Agreement*, attached as Exhibit 2.

34. Joseph worked at a company called McLearn from his home office in Santa Monica, California, when offered a job by Defendants. *Id.*, ¶4; see *Consultancy Agreement*, attached as Exhibit 3.

35. Joseph worked as the General Counsel, CEO, and Chairman of McLearn. Declaration of Joseph, ¶5; see *Consultancy Agreement*.

36. Defendants were well aware that Joseph lived in Santa Monica, California. Joseph and the Pischevars worked on a prior business in California. Defendants and Joseph frequently met in California. *Declaration of Joseph*, ¶6, see e.g. *Photo of Afshin Pischevar and Joseph in California* dated 19 May 2019, attached as Exhibit 4. Indeed, Afshin Pischevar stayed at Joseph's home in Los Angeles multiple times. See e.g. *Photo of Afshin Pischevar at Joseph's California Home*, attached as Exhibit 5.

JOSEPH CREATED SIZZLE'S BUSINESS PLAN

37. In April 2019, Defendants Afshin Pischevar and Shervin Pischevar were discussing starting a food tech business. Afshin Pischevar asked Joseph for insight on how to start one. *Declaration of Joseph*, ¶7.

38. Joseph spent four years planning a food tech business. *Id.*, ¶8. He appeared in a newspaper on the front page regarding it. *Id.* He created business plans and business analyses in regards to it. *Id.*; see e.g. *Business Plan* dated 15 September 2015, attached as Exhibit 6, *Email from Joseph* dated 16 September 2015, attached as Exhibit 7.

39. Joseph sent these business plans to Afshin Pischevar. See e.g. *Email from Joseph* dated 25 February 2020, attached as Exhibit 8.

40. Afshin Pischevar and Shervin Pischevar started a food business modeled after Joseph's business plans. They named this business Sizzle.

SIZZLE HIRED JOSEPH TO WORK IN FLORIDA

41. In August 2019, Afshin Pischevar verbally offered Joseph a job at Sizzle and asked him to move to Miami, FL. *Declaration of Joseph*, ¶11.

42. Joseph verbally accepted the offer. *Id.*

43. The terms of the verbal agreement were as follows:

- a. Afshin Pischevar will provide Joseph with a written agreement to be prepared by Afshin Pischevar's lawyer Kyle Hunter,
- b. Joseph will work at Sizzle as the General Counsel and Chief Strategy Officer,
- c. the scope of work will comprise the standard general counsel legal work for a startup business, strategic advice, and minor fundraising activities,
- d. Sizzle will pay Joseph a General Counsel market salary of \$350,000 per annum with stock options in Sizzle,
- e. the location of work is Miami, FL, and
- f. standard work hours will be 40 hours per week, Monday through Friday, 9AM to 5PM. *Id.*, ¶12.

JOSEPH ACTED IN REASONABLE RELIANCE ON THE AGREEMENT

44. **Joseph relied on the agreement in taking several actions.** Joseph terminated his lease in California, rented a U-Haul, moved across the country, leased a property in Miami, began working at Sizzle, did not engage in other employment, then moved his belongings to WA in a U-Haul, and then moved to and worked in Philadelphia, PA. *Declaration of Joseph*, ¶13; U-Haul Receipt, attached as Exhibit 9; Miami Rental Application, attached as Exhibit 10.

45. **Joseph's reliance on the verbal agreement was reasonable for several reasons.** He worked with Afshin Pischevar and Shervin Pischevar for several years on multiple businesses together. *Declaration of Joseph*, ¶14. They had entered into multiple employment contracts together. *Id.* Afshin Pischevar and Shervin Pischevar had never breached an employment contract with Joseph before. *Id.* It is not reasonable to believe the Defendants would suddenly cease honoring their contracts. *Id.* Most importantly, they had a close personal relationship, and often helped the other out on personal matters. *Id.* At one time, Afshin Pischevar lived with Joseph when he needed a place to stay. *Id.* Moreover, Joseph had provided Afshin Pischevar the business plan for Sizzle, so it was reasonable that Joseph would be part of founding Sizzle with him as an executive and receive the terms he was offered. *Id.* Lastly, Joseph had four years of

1 prior experience building a food tech company, and Afshin Pishevar had none, therefore it was
2 reasonable to believe that Afshin Pishevar would not breach his agreement with Joseph, as
3 Afshin Pishevar would need Joseph for the development of the business. *Id.*

4 **DEFENDANTS BREACHED THE AGREEMENT**

5 46. On or around January 10-15th, 2021, Defendants breached the agreement.
6 Defendants verbally and in writing informed Joseph that he would not give him the terms which
7 they had agreed to. *Declaration of Joseph*, ¶15; *see e.g. Email from GoPuff* dated 15 January
8 2021, attached as Exhibit 11.

9 47. Afshin Pishevar and GoPuff communicated to Joseph that he would not receive
10 the title of General Counsel and Chief Strategy Office. *Id.*, ¶16. Instead, he would receive the
11 title of General Manager, the lowest rank at GoPuff in seniority and salary. *Id.* This title was
12 seven ranks below any executives with a "Chief" title, including Chief Strategy Officer and
13 General Counsel roles. *Id.* This title would position Joseph to not work alongside any executives,
14 but rather at the very bottom of the totem pole. *Id.*

15 48. Afshin Pishevar and GoPuff communicated to Joseph that he would not receive
16 the scope of work of a General Counsel and Chief Strategy Officer, as agreed. *Id.*, ¶17. Instead,
17 he was required to take an extensive scope of work covering managing all operations of Sizzle.
18 *Id.* This would have been an enormous task that required multiple executives to perform, and
19 was impossible for one person to perform. *Id.*

20 49. Afshin Pishevar and GoPuff communicated to Joseph that he would not receive
21 the General Counsel market annual salary of \$350,000 per annum, as agreed. *Id.*, ¶18. Instead, he
22 was to receive a salary of \$55,000, which would not have supported his family's living expenses
23 and living expenses in Philadelphia. *Id.* This was three to four times less than what was Joseph
24 was paid at his prior four jobs, total in cash and stock. *Id.* The job he quit to work at Sizzle paid
25 over double in cash alone than \$55,000. *Id.* Afshin Pishevar knew this. *Id.*

26 50. Afshin Pishevar and GoPuff communicated to Joseph that he would not receive
27 stock options in Sizzle, as agreed. *Id.*, ¶19.
28

1 51. Afshin Pischevar and GoPuff communicated to Joseph that he would not live in
2 Miami, FL, as agreed. *Id.*, ¶20. They required him to live in Philadelphia, PA for at least two
3 years. *Id.* This was not possible for him because of family considerations, primarily elderly
4 parents who would not move to Philadelphia. *Id.*

5 52. Afshin Pischevar communicated to Joseph that he must continue to work for 112
6 hours per week, including weekends and holidays. *Id.*, ¶21. They did not give him the agreed 40
7 hours per week, with weekends and holidays off. *Id.* This schedule was physically impossible to
8 perform. *Id.*

9 **DEFENDANTS AGGRESSIVELY ABUSED JOSEPH**

10 53. Joseph has a mental illness called Generalized Anxiety Disorder ("GAD"). Joseph
11 undergoes psychotherapeutic counseling and takes regularly prescribed medication for it.
12 *Declaration of Joseph*, ¶22.

13 54. Joseph made Afshin Pischevar aware of this. *Declaration of Joseph*, ¶23. In 2019,
14 Afshin Pischevar was General Counsel and Chief Strategy Officer of McLear. *Id.* Joseph was
15 CEO and Chairman of McLear. *Id.* Between June and November 2019, Joseph took medical
16 leave from McLear because of his mental illness. *Id.* He communicated this on the corporate
17 record to all staff, including Afshin Pischevar. *Id.*

18 55. Joseph informed Afshin Pischevar that he took xanax, sertraline, hydroxyzine,
19 and/or medical marijuana daily between 2015-2021. *Declaration of Joseph*, ¶24.

20 56. A month after moving to Philadelphia, Afshin Pischevar suddenly demanded that
21 Joseph quit taking his medication or he would be fired. *Id.*, ¶25. Having no choice, Joseph
22 complied with Afshin Pischevar's demand. *Id.*

23 57. Afshin Pischevar traumatically psychologically abused all employees including
24 Joseph daily. *Id.*, ¶26. This caused employees Talmadge Newry, Sulffian Yansaneh, Maurice,
25 Jon, and others to quit. *Id.*

26 58. In October-January 2021, Joseph worked for 112 hours per week on average. *Id.*,
27 ¶27.

59. In December-January 2021, Afshin Pischevar vacationed on a private beach island and spent time lounging at home with his family in another state. *Id.*, ¶28.

60. The net effects of Afshin Pischevars actions are that Joseph's mental illness has become substantially aggravated and deteriorated, as stated by his psychotherapist. *Id.*, ¶29. Joseph now lives in a constant state of fully-body hypertension and anxiety, causing him constant pain. *Id.* His debilitating state and his fully-body pain materially conflict with his ability perform the high-level cognitive tasks required of his profession. *Id.*

61. The actions of Afshin Pischevar herein occurred inside and outside of the workplace, including at home at a rental apartment during work off-hours. *Id.*, ¶30.

62. Afshin Pischevar and Shervin Pischevar communicated about how Afshin Pischevar should handle communicating to and treating his employees, and Shervin Pischevar often gave advice or directed Afshin Pischevar's communications. *Id.*, ¶31.

CONCLUSION

63. **This is a case about a Florida employer who hired a California employee to move across the country, and then aggressively abused him and breached his contract.**

64. Joseph was a California resident working in California.

65. Sizzle is a Florida tech startup.

66. **Sizzle hired Joseph to move to Florida to work for them.**

67. **Joseph did just that. He moved to Florida and began working at Sizzle.** He terminated his lease in California. He rented a U-Haul. He moved his family across the country. He leased a home in Florida. And he worked for Sizzle for a year.

68. **Joseph held up his end of the bargain. But Sizzle didn't do anything it agreed to do.** Sizzle did not give Joseph the agreed salary, job title, working hours, work days, work location, or work responsibility.

69. On top of that, Defendants aggressively abused Joseph. They did this while knowing that he has a mental illness. They even demanded that he stop taking his medication.

1 70. **This caused severe damage to Joseph.** Joseph has lost over \$700,000 in income
2 and counting. Joseph's mental illness was significantly aggravated. Now, he has tremors,
3 hypertension, occasional lock-jaw, and other medical complications.

4 71. **On the other hand, Defendants have netted over \$20 million dollars from**
5 **Joseph's work for Defendants.**

6 72. **This is completely - and utterly - *wrong*. Now, Joseph seeks justice to make**
7 **this right.** Joseph seeks a judgment against Defendants for breach of oral contract, intentional
8 infliction of emotional distress and other counts. Joseph seeks to receive damages.

9 73. **This Court must act to protect the residents of California from this abusive,**
10 **manipulative behavior. If the Court does not, then it is supporting a heinous precedent that**
11 **California residents can be intentionally lured out of state and harmed without recourse in**
12 **California courts.**

13 74. **This Court must grant Joseph damages.**
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FIRST CAUSE OF ACTION

BREACH OF ORAL CONTRACT

AGAINST ALL DEFENDANTS AND DOES 1-20

75. Joseph realleges and incorporates by reference all allegations in the Complaint.

76. Joseph and Defendants entered into an oral contract.

77. Joseph and Afshin Pischevar, Shervin Pischevar, and Sizzle entered into an oral contract in August, 2019.

78. Joseph and GoPuff entered into an implied contract in November, 2020. GoPuff executives communicated to Joseph that GoPuff is acquiring Sizzle, and that Joseph's employment would be switched over to GoPuff. GoPuff executives communicated to Joseph that he would have the same employment at GoPuff as offered by Sizzle. Joseph worked with GoPuff and Sizzle as consideration for this promise.

79. Joseph performed under the contract. Joseph did all, or substantially all, of the obligations that the contract required him to do, except those obligations that Joseph was prevented or excused from performing.

80. Between January 10-15th, 2021, the Defendants breached and failed to perform the implied contract. GoPuff sent to Joseph a contract which did not have the agreed terms in it. Afshin Pischevar verbally communicated to Joseph that he would not be receiving the terms agreed. Defendants failed (1) to provide the agreed written form of contract with the agreed terms to Joseph, (2) to provide the role/position agreed to be given to Joseph, (3) to provide the scope of work agreed to be given to Joseph, (4) to provide the salary/stock options agreed to be given to Joseph, (5) to provide the location of work agreed to be given to Joseph, and (6) to provide the work hours agreed to be given to Joseph.

81. Joseph was thereby significantly harmed in the sum as stated below.

82. The breach of contract of Defendants was a substantial factor in causing Joseph's harm.

83. As a direct and proximate result of the breach, Joseph has lost over \$700,000 in income and counting.

4 || 85. Joseph is entitled to an award of attorneys' fees upon prevailing in this action.

6 BREACH OF IMPLIED CONTRACT

86. Joseph realleges and incorporates by reference all allegations in the Complaint.

10 88. Joseph and Afshin Pishevar, Shervin Pishevar, and Sizzle entered into an implied
11 contract in August, 2019. The conduct and relationship of Afshin Pishevar, Sizzle, and Joseph
12 evidence this. Afshin Pishevar regularly gave Joseph tasks to work on while he worked at Sizzle.
13 Joseph regularly performed those tasks. Joseph reported to Afshin Pishevar as the CEO of Sizzle.
14 Afshin Pishevar introduced Joseph to other staff that Joseph was the General Counsel and Chief
15 Strategy Officer of Sizzle.

24 90. Joseph performed under the contract. Joseph did all, or substantially all, of the
25 obligations that the contract required him to do, except those obligations that Joseph was
26 prevented or excused from performing.

1 Afshin Pischevar verbally communicated to Joseph that he would not be receiving the terms
 2 agreed. Defendants failed (1) to provide the agreed written form of contract with the agreed
 3 terms to Joseph, (2) to provide the role/position agreed to be given to Joseph, (3) to provide the
 4 scope of work agreed to be given to Joseph, (4) to provide the salary/stock options agreed to be
 5 given to Joseph, (5) to provide the location of work agreed to be given to Joseph, and (6) to
 6 provide the work hours agreed to be given to Joseph.

7 92. Joseph was thereby significantly harmed in the sum as stated below.

8 93. The breach of contract of Defendants was a substantial factor in causing Joseph's
 9 harm.

10 94. As a direct and proximate result of the breach, Joseph has lost over \$700,000 in
 11 income and counting.

12 95. The aforementioned conduct by the specific Defendants, and each of them, was
 13 willful, oppressive, fraudulent, and malicious, and Joseph is therefore entitled to punitive
 14 damages.

15 96. Joseph is entitled to an award of attorneys' fees upon prevailing in this action.

16 **THIRD CAUSE OF ACTION**

17 **PROMISSORY ESTOPPEL**

18 **AGAINST ALL DEFENDANTS AND DOE DEFENDANTS**

19 97. Joseph realleges and incorporates by reference all allegations in the Complaint.

20 98. Defendants provided Joseph with a Promise.

21 99. Afshin Pischevar, Shervin Pischevar, and Sizzle promised Joseph in 2019 terms of
 22 employment as set out in the complaint.

23 100. GoPuff promised Joseph that his employment would be switched over to GoPuff
 24 on the same terms he had with Sizzle.

25 101. The Defendants should reasonably have expected the promise to induce action or
 26 forbearance on the part of Joseph. The promise required that Joseph terminate his lease in Santa
 27 Monica, CA, rent a U-Haul to move to Miami, FL, initiate a lease in Miami, FL, not engage in
 28

1 other employment, work for Defendants, then move his belongings to WA, and move to
2 Philadelphia, PA.

3 102. Joseph was induced by the promise to action and/or forbearance, and relied on the
4 promise. Joseph terminated his lease in Santa Monica, CA, rented a U-Haul and moved to
5 Miami, FL, initiated a lease in Miami, FL, rented a U-Haul and moved his belongings to WA,
6 flew to Philadelphia, PA and lived in Philadelphia, PA, did not engage in other employment, and
7 worked for Defendants.

8 103. Injustice can be avoided only by enforcement of the promise. If the promise is not
9 enforced, then Joseph will have satisfied his part of the bargain, while leaving the Defendants to
10 reap the benefit of Joseph's performance without paying him. Joseph's performance led to the
11 creation and the sale of the business Sizzle to GoPuff, and the operation of Sizzle, now known as
12 GoPuff Kitchens, through which Defendants have reaped over a million dollars. On the other
13 hand, reliance and performance has caused Joseph to lose hundreds of thousands of dollars out of
14 pocket and income from other employment.

15 104. Joseph was thereby significantly harmed in the sum as stated below.

16 105. Reliance by Joseph was a substantial factor in causing Joseph's harm.

17 106. As a direct and proximate result of the breach, Joseph has lost over \$700,000 in
18 income and counting.

19 107. The aforementioned conduct by the specific Defendants, and each of them, was
20 willful, oppressive, fraudulent, and malicious, and Joseph is therefore entitled to punitive
21 damages.

22 108. Joseph is entitled to an award of attorneys' fees upon prevailing in this action.

23 **FOURTH CAUSE OF ACTION**

24 **QUANTUM MERUIT**

25 **AGAINST ALL DEFENDANTS AND DOE DEFENDANTS**

26 109. Joseph realleges and incorporates by reference all allegations in the Complaint.

27 110. Defendants requested, by word and conduct, that Joseph perform services for
28 Defendants for the benefit of Defendants.

1 111. Joseph performed the services as requested.

2 112. Defendants have not paid for the services to the extent agreed.

3 113. The reasonable value of the goods and services was \$29,166.66 per month, for a
4 total of \$350,000 over 12 months.

5 **FIFTH CAUSE OF ACTION**

6 **CONSTRUCTIVE DISCHARGE**

7 **AGAINST ALL DEFENDANTS AND DOE DEFENDANTS**

8 114. Joseph realleges and incorporates by reference all allegations in the Complaint.

9 115. Defendants intentionally created or knowingly permitted working conditions to
10 exist that were so intolerable that a reasonable person in Joseph's position would have had no
11 reasonable alternative choice except to no longer work for Defendants.

12 a. Defendants informed Joseph that they could not provide him with the terms of
13 contract which they had agreed to. This had the effect of constructively
14 discharging Joseph.

15 b. Joseph worked for Defendants in various locations, including Florida and then
16 Philadelphia. While working in Philadelphia, Joseph was not paid sufficient
17 money to even cover his rental fees, food, and personal bills. Defendants were
18 aware of this. Defendants refused to pay Joseph the sums they had agreed to pay
19 him. This had the effect of constructively discharging Joseph.

20 c. Defendants Afshin Pischevar and Sizzle were aware that Joseph had a mental
21 illness and took medication for it. Defendants Afshin Pischevar and Sizzle
22 demanded that Joseph cease taking his mental illness medication. In aggravation
23 of his mental illness, Defendants continually traumatically psychologically abused
24 Joseph on a daily basis. This had the effect of constructively discharging Joseph.

25 d. Defendants required Joseph to work over 112 hours per week, destroying the
26 health of his mind and body, and which would have further destroyed the health
27 of his mind and body. Defendants required that Joseph take the responsibility to
28

1 run all operations, while Defendants rested at home and reaped the profits from
2 his operations. This had the effect of constructively discharging Joseph.

3 116. Joseph was constructively discharged because of these working conditions.

4 117. Joseph was thereby significantly harmed in the sum as stated below.

5 118. The constructive discharge by Defendants was a substantial factor in causing
6 Joseph's harm.

7 119. As a direct and proximate result of the constructive discharge, Joseph has lost
8 over \$700,000 in income and counting.

9 120. The aforementioned conduct by the specific Defendants, and each of them, was
10 willful, oppressive, fraudulent, and malicious, and Joseph is therefore entitled to punitive
11 damages.

12 121. Joseph is entitled to an award of attorneys' fees upon prevailing in this action.

13 **SIXTH CAUSE OF ACTION**

14 **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**
15 **AGAINST ALL DEFENDANTS AND DOE DEFENDANTS**

16 122. Joseph realleges and incorporates by reference all allegations in the Complaint.

17 123. Joseph and Defendants entered into a contract. Joseph and Afshin Pishevar,
18 Shervin Pishevar, and Sizzle entered into an implied and/or oral contract in August, 2019. Joseph
19 and GoPuff entered into an implied and/or oral contract in November, 2020.

20 124. Joseph performed under the contract. Joseph did all, or substantially all, of the
21 obligations that the contract required him to do, except those obligations that Joseph was
22 prevented or excused from performing.

23 125. Between January 10-15th, 2021, the Defendants conduct prevented Joseph from
24 receiving benefits under the contract. At such time, the Defendants negotiated separately from
25 Joseph and without his consent, and agreed not to give Joseph what they had contracted to give
26 him. Defendant Afshin Pishevar informed Joseph of this.

27 126. By doing so, Defendants did not act fairly and in good faith.

28 127. Joseph was thereby significantly harmed in the sum as stated below.

1 128. The conduct of Defendants was a substantial factor in causing Joseph's harm.

2 129. As a direct and proximate result of such conduct, Joseph has lost over \$700,000 in
3 income and counting.

4 130. The aforementioned conduct by the specific Defendants, and each of them, was
5 willful, oppressive, fraudulent, and malicious, and Joseph is therefore entitled to punitive
6 damages.

7 131. Joseph is entitled to an award of attorneys' fees upon prevailing in this action.

8 **SEVENTH CAUSE OF ACTION**

9 **LABOR CODE §970 VIOLATION; FRAUDULENT INDUCEMENT OF EMPLOYMENT**
10 **AGAINST AFSHIN PISHEVAR, SHERVIN PISHEVAR, SIZZLE AND DOE DEFENDANTS**

11 132. Joseph realleges and incorporates by reference all allegations in the Complaint.

12 133. Defendants Afshin Pischevar, Shervin Pischevar, and Sizzle intentionally
13 misrepresented to Joseph that they would give him employment on the terms described in the
14 complaint

15 134. This misrepresentation was a key component of Joseph's decision to accept or
16 continue employment with Sizzle.

17 135. This misrepresentation was reasonably relied on by Joseph. Joseph had worked
18 with Defendants before without any prior bad dealings. They worked together for several years.
19 They worked together on four companies. They never breach a contract with each other. Quite
20 the contrary: they regularly performed under contracts with each other.

21 136. Joseph suffered the tangible injury of continued loss of employment, and non-
22 payment of the sum agreed to be paid by Defendants.

23 137. The misrepresentation of Defendants was a substantial factor in causing Joseph's
24 harm.

25 138. As a direct and proximate result of the misrepresentation, Joseph has lost over
26 \$700,000 in income and counting.

27

28

1 139. The aforementioned misrepresentation by the specific Defendants, and each of
2 them, was willful, oppressive, fraudulent, and malicious, and Joseph is therefore entitled to
3 punitive damages.

4 140. Joseph is entitled to an award of attorneys' fees upon prevailing in this action.

5 **EIGHTH CAUSE OF ACTION**

6 **LABOR CODE §1050 VIOLATION**

7 **AGAINST AFSHIN PISHEVAR AND SHERVIN PISHEVAR AND DOE DEFENDANTS**

8 141. Joseph realleges and incorporates by reference all allegations in the Complaint.

9 142. After Joseph's employment with Sizzle ended, Afshin Pischevar and/or Shervin
10 Pischevar made a representation to Mike Lincoln of Cooley, LLP about Joseph.

11 143. The representation was not true.

12 144. Afshin Pischevar and/or Shervin Pischevar knew that the representation was not
13 true.

14 145. Afshin Pischevar and/or Shervin Pischevar knew that the representation was not true
15 when they made it.

16 146. Afshin Pischevar and/or Shervin Pischevar made the representation with the intent
17 of preventing Joseph from obtaining employment.

18 147. The misrepresentation of Defendants was a substantial factor in causing Joseph's
19 harm.

20 148. As a direct and proximate result of the misrepresentation, Joseph has lost over
21 \$350,000 in income and counting.

22 149. The aforementioned misrepresentation by the specific Defendants, and each of
23 them, was willful, oppressive, fraudulent, and malicious, and Joseph is therefore entitled to
24 punitive damages.

25 150. Joseph is entitled to an award of attorneys' fees upon prevailing in this action.

26 **NINTH CAUSE OF ACTION**

27 **DEFAMATION**

28 **AGAINST AFSHIN PISHEVAR AND SHERVIN PISHEVAR AND DOE DEFENDANTS**

1 151. Joseph realleges and incorporates by reference all allegations in the Complaint.

2 152. Afshin Pischevar and/or Shervin Pischevar made a representation to Mike Lincoln
3 of Cooley, LLP about Joseph.

4 153. Because the facts and circumstances known to the listener of the statements, the
5 statements tended to injure Joseph in his occupation and/or to expose him to hatred, contempt,
6 ridicule, or shame, and/or to discourage others from associating or dealing with him.

7 154. Afshin Pischevar and/or Shervin Pischevar knew or should have known that the
8 statements were not true.

9 155. The statements of Defendants were a substantial factor in causing Joseph's harm.

10 156. As a direct and proximate result of the statements, Joseph has lost over \$350,000
11 in income and counting.

12 157. The aforementioned statements by the specific Defendants, and each of them, was
13 willful, oppressive, fraudulent, and malicious, and Joseph is therefore entitled to punitive
14 damages.

15 158. Joseph is entitled to an award of attorneys' fees upon prevailing in this action.

16 **TENTH CAUSE OF ACTION**

17 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

18 **AGAINST ALL DEFENDANTS AND DOE DEFENDANTS**

19 159. Joseph realleges and incorporates by reference all allegations in the Complaint.

20 160. Conduct of Defendants Afshin Pischevar, Shervin Pischevar, and Sizzle was
21 outrageous.

22 161. Defendants Afshin Pischevar, Shervin Pischevar, and Sizzle acted in reckless
23 disregard of the probability that Joseph would suffer emotional distress from their conduct
24 directed toward him, as described in the complaint.

25 162. Joseph suffered severe emotional distress from the significant aggravation of his
26 mental illness.

27 163. Defendants' conduct was a substantial factor in causing Joseph's severe emotional
28 distress.

1 164. The conduct of Defendants was a substantial factor in causing Joseph's harm.

2 165. As a direct and proximate result of the conduct, Joseph has suffered damages in
3 an amount to be determined at trial.

4 166. The aforementioned conduct by the specific Defendants, and each of them, was
5 willful, oppressive, fraudulent, and malicious, and Joseph is therefore entitled to punitive
6 damages.

7 167. Joseph is entitled to an award of attorneys' fees upon prevailing in this action.

8 **ELEVENTH CAUSE OF ACTION**

9 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

10 **AGAINST ALL DEFENDANTS AND DOE DEFENDANTS**

11 168. Joseph realleges and incorporates by reference all allegations in the Complaint.

12 169. Defendants Afshin Pischevar, Shervin Pischevar, and Sizzle acted negligently of the
13 probability that Joseph would suffer emotional distress from their conduct directed toward him,
14 as described in the complaint.

15 170. Joseph's mental illness was severely aggravated thereby, causing severe emotional
16 distress.

17 171. The conduct of Defendants was a substantial factor in causing Joseph's harm.

18 172. As a direct and proximate result of the conduct, Joseph has suffered damages in
19 an amount to be determined at trial.

20 173. The aforementioned conduct by the specific Defendants, and each of them, was
21 willful, oppressive, fraudulent, and malicious, and Joseph is therefore entitled to punitive
22 damages.

23 174. Joseph is entitled to an award of attorneys' fees upon prevailing in this action.

24 **TWELTH CAUSE OF ACTION**

25 **FAILURE TO ACCOMMODATE DISABILITY (Govt. Code, §12940(m))**

26 **AGAINST ALL DEFENDANTS AND DOE DEFENDANTS**

27 175. Joseph realleges and incorporates by reference all allegations in the Complaint.

28

1 176. Defendants Afshin Pischevar, Shervin Pischevar, and Sizzle were employers of
2 Joseph.

3 177. Defendants Afshin Pischevar, Shervin Pischevar, and Sizzle knew of Joseph
4 Joseph's mental illness.

5 178. Joseph was able to perform the essential duties of his position with reasonable
6 accommodation.

7 179. Defendants Afshin Pischevar, Shervin Pischevar, and Sizzle failed to provide
8 reasonable accommodation to Joseph.

9 180. Defendants' failure to accommodate Joseph's mental disability harmed Joseph.
10 Joseph's mental illness was significantly aggravated and his mental health substantially declined.

11 181. The conduct of Defendants was a substantial factor in causing Joseph's harm.

12 182. As a direct and proximate result of the conduct, Joseph has suffered damages in
13 an amount to be determined at trial.

14 183. The aforementioned conduct by the specific Defendants, and each of them, was
15 willful, oppressive, fraudulent, and malicious, and Joseph is therefore entitled to punitive
16 damages.

17 184. Joseph is entitled to an award of attorneys' fees upon prevailing in this action.

18 **THIRTEENTH CAUSE OF ACTION**

19 **INTENTIONAL INTERFERENCE WITH A CONTRACT**

20 **AGAINST AFSHIN PISHEVAR, SHERVIN PISHEVAR, GOPUFF AND DOE DEFENDANTS**

21 185. Joseph realleges and incorporates by reference all allegations in the Complaint.

22 186. There was a contract between Joseph and Sizzle.

23 187. Afshin Pischevar, Shervin Pischevar, and GoPuff knew of the contract.

24 188. Afshin Pischevar, Shervin Pischevar, and GoPuff's conduct prevented performance
25 or made performance more expensive or difficult.

26 189. Afshin Pischevar, Shervin Pischevar, and GoPuff's intended to disrupt the
27 performance of this contract or knew that disruption of performance was certain or substantially
28 certain to occur.

1 || 190. Joseph was harmed thereby.

2 || 191. The conduct of Defendants was a substantial factor in causing Joseph's harm.

192. As a direct and proximate result of the conduct, Joseph has suffered damages in an amount to be determined at trial.

193. The aforementioned conduct by the specific Defendants, and each of them, was willful, oppressive, fraudulent, and malicious, and Joseph is therefore entitled to punitive damages.

8 || 194. Joseph is entitled to an award of attorneys' fees upon prevailing in this action.

FOURTEENTH CAUSE OF ACTION

INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC RELATIONS

AGAINST AFSHIN PISHEVAR, SHERVIN PISHEVAR, GOPUFF AND DOE DEFENDANTS

12 || 195. Joseph realleges and incorporates by reference all allegations in the Complaint.

13 || 196. There was an economic relationship between Joseph and Sizzle.

14 || 197. Afshin Pischevar, Shervin Pischevar, and GoPuff knew of the relationship.

15 198. Afshin Pishevar, Shervin Pishevar, and GoPuff's conduct prevented performance
16 or made performance more expensive or difficult.

17 199. Afshin Pishevar, Shervin Pishevar, and GoPuff's intended to disrupt the
18 performance of this contract or knew that disruption of performance was certain or substantially
19 certain to occur.

20 || 200. The relationship was disrupted.

21 || 201. Joseph was harmed thereby.

22 || 202. The conduct of Defendants was a substantial factor in causing Joseph's harm.

23 203. As a direct and proximate result of the conduct, Joseph has suffered damages in
24 an amount to be determined at trial.

25 204. The aforementioned conduct by the specific Defendants, and each of them, was
26 willful, oppressive, fraudulent, and malicious, and Joseph is therefore entitled to punitive
27 damages.

28 205. Joseph is entitled to an award of attorneys' fees upon prevailing in this action.

FIFTEENTH CAUSE OF ACTION

CONSTRUCTIVE FRAUD

AGAINST ALL DEFENDANTS AND DOE DEFENDANTS

206. Joseph realleges and incorporates by reference all allegations in the Complaint.

207. There was an employment relationship between Joseph and Sizzle.

208. Defendants misled Joseph to work for Sizzle and GoPuff by failing to disclose to Joseph that they would not provide him with certain contractual terms and rights, and/or with providing him with inaccurate information that he would be given certain contractual terms and rights if he gave certain services to Sizzle and GoPuff.

209. Defendants knew, or should have known, before the eleventh hour of GoPuff buying Sizzle, that this information was concealed and/or false.

210. Joseph was harmed thereby.

211. The misrepresentation of Defendants was a substantial factor in causing Joseph's harm.

212. As a direct and proximate result of the misrepresentation, Joseph has suffered damages in an amount to be determined at trial.

213. The aforementioned misrepresentation by the specific Defendants, and each of them, was willful, oppressive, fraudulent, and malicious, and Joseph is therefore entitled to punitive damages.

214. Joseph is entitled to an award of attorneys' fees upon prevailing in this action.

SIXTEENTH CAUSE OF ACTION

NEGLIGENT MISREPRESENTATION

AGAINST ALL DEFENDANTS AND DOE DEFENDANTS

215. Joseph realleges and incorporates by reference all allegations in the Complaint.

216. Defendants represented to Joseph that Joseph's employment would be transferred to work for GoPuff from Sizzle on the same terms and conditions.

217. Defendants knew, or should have known, that this information was false.

1 218. Although Defendants may have believed that this representation was true,
2 Defendants had no reasonable grounds for believing it was true when they made it.

3 219. Defendant intended that Joseph rely on that representation.

4 220. Joseph reasonably relied on that representation.

5 221. Joseph was harmed thereby.

6 222. The representation of Defendants was a substantial factor in causing Joseph's
7 harm.

8 223. As a direct and proximate result of the representation, Joseph has suffered
9 damages in an amount to be determined at trial.

10 224. The aforementioned representation by the specific Defendants, and each of them,
11 was willful, oppressive, fraudulent, and malicious, and Joseph is therefore entitled to punitive
12 damages.

13 225. Joseph is entitled to an award of attorneys' fees upon prevailing in this action.

14 **SEVENTEENTH CAUSE OF ACTION**

15 **UNDUE INFLUENCE**

16 **AGAINST AFSHIN PISHEVAR, SHERVIN PISHEVAR, AND SIZZLE AND DOE**

17 **DEFENDANTS**

18 226. Joseph realleges and incorporates by reference all allegations in the Complaint.

19 227. Joseph was an employee of Afshin Pishevar, Shervin Pishevar, and Sizzle.

20 228. Joseph was vulnerable by means of his mental illness and other factors.

21 229. Afshin Pishevar, Shervin Pishevar, and Sizzle had apparent authority over Joseph
22 as his employer.

23 230. Afshin Pishevar, Shervin Pishevar, and Sizzle used excessive persuasion that
24 overcame Joseph's free will by means of continual, daily, aggressive verbal abuse, screaming,
25 yelling, intimidation, coercion, and restricting his sleep.

26 231. Afshin Pishevar, Shervin Pishevar, and Sizzle's excessive persuasion caused
27 Joseph to cease taking his mental illness medication.
28

1 232. An inequitable result ensued - namely, the severe degradation of Joseph's mental
2 illness.

3 233. Joseph was harmed thereby.

4 234. The representation of Defendants was a substantial factor in causing Joseph's
5 harm.

6 235. As a direct and proximate result of the representation, Joseph has suffered
7 damages in an amount to be determined at trial.

8 236. The aforementioned representation by the specific Defendants, and each of them,
9 was willful, oppressive, fraudulent, and malicious, and Joseph is therefore entitled to punitive
10 damages.

11 237. Joseph is entitled to an award of attorneys' fees upon prevailing in this action.

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

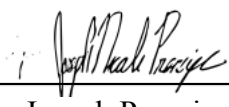
28

PRAYER

WHEREFORE, Plaintiff prays for judgment as follows:

1. A judgment in favor of Plaintiff on all counts.
2. Defendants be ordered to pay Plaintiff their actual damages and any further damages resulting from Defendants' conduct as alleged herein.
3. Defendants be ordered to pay to Plaintiff special, exemplary, and/or punitive damages by reason of Defendants' willful, intentional, oppressive, fraudulent, and/or malicious conduct.
4. Defendants be ordered to pay double damages for fraudulent inducement of employment.
5. Joseph be awarded attorneys' fees for his time spent on this action.
6. All other costs, expenses, or fees related to bringing this lawsuit.
7. Pre-judgment interest at the legally allowable rate on all amounts owed.
8. Any equitable relief that this Court deems just and proper.
9. Any further relief that this Court deems just and proper.

Dated: January 5th, 2023

By: 
Joseph Principe
Pro Se

DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury on all issues triable as a matter of right at law.

Dated: January 5th, 2023


By: 
Joseph Principe
Pro Se

EXHIBIT 1

1 Joseph Prencipe
1718 W Mansfield Ave
Spokane, WA, 99205
2 Email: Joe@Prencipe.com
Telephone: (310) 728-9994
3

4 *Pro Se*
5
6
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**
10

11 JOSEPH PRENCIPE, an individual,

12 Plaintiff,

13 v.

14 AFSHIN P. PISHEVAR, an individual;
15 SHERVIN K. PISHEVAR, an individual;
16 DRYFTWOOD, INC., D/B/A SIZZLE, a
17 Delaware corporation;
18 DRYFTWOOD, INC., D/B/A SIZZLE, a
19 Florida corporation;
20 GOBRANDS, INC., D/B/A GOPUFF, a
21 Delaware corporation;
22 DOES 1-20,
23 Defendants.
24

CASE NO.: _____

DECLARATION OF JOSEPH PRENCIPE

DECLARATION OF JOSEPH PRENCIPE

I, Joseph Principe, hereby declare as follows:

1. I have personal knowledge of the matters stated in this declaration, and, if called as a witness, I could and would testify competently thereto.

2. My family is from California.

3. I lived in Santa Monica, California, when offered a job by Defendants.

4. I worked at a company called McLear from my home office in Santa Monica, California, when offered a job by Defendants.

5. I worked as the General Counsel, CEO, and Chairman of McLear.

6. Defendants were well aware that I lived in Santa Monica when they hired me. I worked with the Pischevars on a prior business in California. I frequently met with the Pischevars in California. Afshin Pischevar stayed at my home there multiple times.

JOSEPH CREATED SIZZLE'S BUSINESS PLAN

7. In April 2019, Defendants Afshin Pischevar and Shervin Pischevar were discussing starting a food tech business. Afshin Pischevar asked me for insight on how to start one.

8. I spent four years planning a food tech business. I appeared in a newspaper on the front page regarding it. I created business plans and business analyses in regards to it.

9. I sent these business plans to Afshin Pischevar.

10. Afshin Pischevar and Shervin Pischevar started a food business modeled after my business plans. They named this business Sizzle.

SIZZLE HIRED JOSEPH TO WORK IN FLORIDA

11. In August 2019, Afshin Pischevar verbally offered Joseph a job at Sizzle and asked him to move to Miami, FL. I verbally accepted that offer.

12. The terms of the verbal agreement were as follows:

a. Afshin Pischevar will provide Joseph with a written agreement to be prepared by Afshin Pischevar's lawyer Kyle Hunter,

b. Joseph will work at Sizzle as the General Counsel and Chief Strategy Officer,

- c. the scope of work will comprise the standard general counsel legal work for a startup business, strategic advice, and minor fundraising activities,
- d. Sizzle will pay Joseph a General Counsel market salary of \$350,000 per annum with stock options in Sizzle,
- e. the location of work is Miami, FL, and
- f. standard work hours will be 40 hours per week, Monday through Friday, 9AM to 5PM.

JOSEPH ACTED IN REASONABLE RELIANCE ON THE AGREEMENT

13. I relied on the agreement in taking several actions. I terminated my lease in California, rented a U-Haul, moved across the country, leased a property in Miami, began working at Sizzle, did not engage in other employment, then moved my belongings to WA in a U-Haul, and then moved to and worked in Philadelphia, PA.

14. My reliance on the verbal agreement was reasonable for several reasons. I worked with Afshin Pishevar and Shervin Pishevar for several years on multiple businesses together. We had entered into multiple employment contracts together. Afshin Pishevar and Shervin Pishevar had never breached an employment contract with me before. It is not reasonable to believe the Defendants would suddenly cease honoring their contracts. I had a close personal relationship with the Defendants, and we often helped the other out on personal matters. At one time, Afshin Pishevar lived with me when he needed a place to stay. Moreover, I had provided Afshin Pishevar the business plan for Sizzle, so it was reasonable that I would be part of founding Sizzle with him as an executive and receive the terms he was offered. Lastly, I had four years of prior experience building a food tech company, and Afshin Pishevar had none, therefore it was reasonable to believe that Afshin Pishevar would not breach his agreement with me, as Afshin Pishevar would need me for the development of the business.

DEFENDANTS BREACHED THE AGREEMENT

15. On or around January 10-15th, 2021, Defendants breached the agreement. Defendants verbally and in writing informed me that he would not give me the terms which we had agreed to.

1 16. Afshin Pischevar and GoPuff communicated to me that I would not receive the title
2 of General Counsel and Chief Strategy Office. Instead, I would receive the title of General
3 Manager, the lowest rank at GoPuff in seniority and salary. This title was seven ranks below any
4 executives with a "Chief" title, including Chief Strategy Officer and General Counsel roles. This
5 title would position me to not work alongside any executives, but rather at the very bottom of the
6 totem pole.

7 17. Afshin Pischevar and GoPuff communicated to me that I would not receive the
8 scope of work of a General Counsel and Chief Strategy Officer, as agreed. Instead, I was
9 required to take an extensive scope of work covering managing all operations of Sizzle. This
10 would have been an enormous task that required multiple executives to perform, and was
11 impossible for one person to perform.

12 18. Afshin Pischevar and GoPuff communicated to me that I would not receive the
13 General Counsel market annual salary of \$350,000 per annum, as agreed. Instead, I was to
14 receive a salary of \$55,000, which would not have supported my family's living expenses and
15 living expenses in Philadelphia. This was three to four times less than what was I was paid at my
16 prior four jobs, total in cash and stock. The job I quit to work at Sizzle paid over double in cash
17 alone than \$55,000. Afshin Pischevar knew this.

18 19. Afshin Pischevar and GoPuff communicated to me that I would not receive stock
19 options in Sizzle, as agreed.

20 20. Afshin Pischevar and GoPuff communicated to me that I would not live in Miami,
21 FL, as agreed. They required me to live in Philadelphia, PA for at least two years. This was not
22 possible for me because of family considerations, primarily elderly parents who would not move
23 to Philadelphia.

24 21. Afshin Pischevar communicated to me that I must continue to work for 112 hours
25 per week, including weekends and holidays. They did not give me the agreed 40 hours per week,
26 with weekends and holidays off. This schedule was physically impossible to perform.

DEFENDANTS AGGRESSIVELY ABUSED JOSEPH

22. I have a mental illness called Generalized Anxiety Disorder ("GAD"). I undertake psychotherapeutic counseling and takes regularly prescribed medication for it.

23. I made Afshin Pischevar aware of this. In 2019, Afshin Pischevar was General Counsel and Chief Strategy Officer of McLearn. I was CEO and Chairman of McLearn. Between June and November 2019, I took medical leave from McLearn because of my mental illness. I communicated this on the corporate record to all staff, including Afshin Pischevar.

24. I informed Afshin Pischevar that I took xanax, sertraline, hydroxyzine, and/or medical marijuana daily between 2015-2021.

25. A month after moving to Philadelphia, Afshin Pischevar suddenly demanded that I quit taking my medication or he would be fired. Having no choice, I complied with Afshin Pischevar's demand.

26. Afshin Pischevar traumatically psychologically abused all employees including me daily. This caused employees Talmadge Newry, Sulffian Yansaneh, Maurice, Jon, and others to quit.

27. In October-January 2021, I worked for 112 hours per week on average.

28. In December-January 2021, Afshin Pischevar vacationed on a private beach island and spent time lounging at home with his family in another state.

29. The net effects of Afshin Pischevars actions are that my mental illness has become substantially aggravated and deteriorated, as stated by my psychotherapist. I now live in a constant state of fully-body hypertension and anxiety, causing me constant pain. My debilitating state and my fully-body pain materially conflict with my ability perform the high-level cognitive tasks required of my profession.

30. The actions of Afshin Pischevar herein occurred inside and outside of the workplace, including at home at a rental apartment during work off-hours.

31. Afshin Pischevar and Shervin Pischevar communicated about how Afshin Pischevar should handle communicated to and treating his employees, and Shervin Pischevar often gave advice or directed Afshin Pischevar's communications.

A FAMILY DISTURBANCE

32. I had a strong working relationship with Afshin Pischevar for over 5 years, when he suddenly began psychologically abusing me and breached the agreement with me. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28

1 [REDACTED]
2 [REDACTED]
3 [REDACTED] [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED] [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED] [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED] [REDACTED]
28 [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED] [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED] [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED] [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED] [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED] [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED] [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED] [REDACTED]
26 [REDACTED]
27 [REDACTED]
28

1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

26 [REDACTED]

27 [REDACTED]

28 [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED] [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED] [REDACTED]
27 [REDACTED]
28 [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED] [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED] [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25
26
27
28

1 I swear under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Execute this 5th day of January 2023 in Washington State.


3
4 By: 
5 Joseph Principe
6 Pro Se
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 2



CALIFORNIA LEASE AGREEMENT

1.	LANDLORD NAME:	PR SM Biella, LLC			
	LANDLORD'S AGENT:	Alliance Communities Inc.			
	LANDLORD ADDRESS:	1519 6th Street, Ste. 100, Santa Monica, CA 90401			
	PHONE/E-MAIL:	(310) 393-3500 / santamonica@allresco.com			
2.	RESIDENT NAME:	Joseph N. Prencipe and Anna Afanasyeva			
	OTHER OCCUPANTS:				
	RESIDENT ADDRESS:	1411 7th Street, Santa Monica, CA 90401			
		UNIT: #506	PARKING SPACE: #P1-39, P1-40	MAILBOX: #506	
3.	LEASE TERM:	1 year	<input type="checkbox"/> Lease Renewal :		
		START DATE: August 20, 2018	END DATE: August 19, 2019		
		MOVE-IN DATE: August 20, 2018			
4.	MONTHLY CHARGES		5.	DEPOSITS	
	Base Rent	\$3,663.00		Deposit	\$3,831.50
	TOTAL	\$3,663.00		TOTAL	\$3,831.50
6.	KEYS:	<input type="checkbox"/> APARTMENT	2	<input type="checkbox"/> MAIL	2
		<input type="checkbox"/> REMOTE	2	<input type="checkbox"/> POOL	0
		<input type="checkbox"/> GARAGE	0	<input type="checkbox"/> STORAGE	0
		<input type="checkbox"/> CARD	0	<input type="checkbox"/> COMMON AREA	0

This Lease is entered into on the date signed, by and between the above named parties hereinafter called respectively LANDLORD and RESIDENT. In the event of more than one Resident, each Resident jointly and severally shall be responsible for each provision of this Lease and service of any notice or demand upon one shall constitute notice to each other Resident.

Each Resident states that they are of legal age to enter into a binding Lease for lodging. All obligations hereunder are to be performed in the county and state where the Community is located. No oral agreements have been entered into with respect to this Lease. This Lease shall not be modified unless by an instrument in writing signed by Resident and an Agent of Landlord. Landlord hereby leases and Resident hereby hires and takes the premises as defined in Section 2 outlining the leased premises for the term specified herein and subject to all of the terms and provisions set forth.

A. TERM OF LEASE

7. **INITIAL TERM:** The initial term of this Lease shall commence and end as outlined in Section 3 and shall **automatically continue as a tenancy from month-to-month upon expiration of the term.**
 8. **LEASE EXPIRATION:** Either party, Landlord or Resident, may terminate this Lease after the initial term by giving the other party at least **thirty (30) days'** written notice of its intention to terminate the tenancy; provided that if Resident has been residing in the Community for more than one (1) year, Landlord shall give Resident at least sixty (60) days' written notice of its intention to terminate the tenancy. In the absence of written notice of termination, or a new lease, after the expiration of the initial term, the tenancy shall become month-to-month subject to a rental rate increase and applicable fees as allowed under state law. Resident agrees to pay a rent up to and including the end of any **thirty (30) day** (or, as applicable, sixty (60) day) notice period (which may not occur before the end of the Lease term) or until the premises are re-occupied, whichever occurs first.
- Initials:  
9. **FAILURE TO VACATE AFTER NOTICE:** If Resident gives written notice to vacate the premises and fails to completely vacate prior to the expiration of the notice, Resident shall be liable, unless otherwise prohibited by law, in addition to all other damages provided for under this Lease, for the daily rental based on a pro-rata portion of the monthly rental provided for in the Lease for each day Resident remains in the premises. In addition, Landlord may collect cost for losses suffered from future resident losses, legal costs, lost rent, and other expenses, and any other amount owed by law.
 10. **OPTION FOR EARLY TERMINATION:** Resident is expected to remain a Resident for the entire term specified in the Lease. If Resident fails to do so, Resident will be responsible to Landlord for all damages provided by law, including (but not limited to) rent due through the end of the contract term, minus rents paid by a replacement resident (if any). This amount will vary depending upon how long it takes Landlord to find a replacement resident which typically cannot be determined in advance of move-out.

To avoid this uncertainty, Resident may choose to exercise an Early Termination Option. Resident understands and acknowledges that Landlord is not obligated to allow early termination of the Lease unless provided for pursuant to statutory or common law. To exercise this option, Resident must deliver to Landlord:

- i. A written notice stating that Resident has elected to exercise the Early Termination Option;
- ii. An early termination option payment of **\$7,326.00**;
- iii. An executed agreement for repayment of concessions received prior to the early termination (if applicable, see Concessions Section); and
- iv. Payment of rent and other amounts due through the new Lease end date.

When Landlord has (1) received the written notice and the Early Termination Option payment and (2) signed the notice, the Lease end date will be amended. The new Lease end date will be the date specified in the notice which must be at least **thirty** days after the written election and payment are given to Landlord. Exercise of the Early Termination Option will affect only Resident's rental obligations after the new Lease end date. Resident must comply with all other Lease obligations.



initials



 J.P.
55741031

 A.A.
F3204182

The not ce w not move the Lease end date forward f:

- i. Res dent s n defau t under the Lease at the t me that Res dent g ves not ce of Res dent s exerc se of the opt on;
- ii. Res dent prov des the not ce unaccompan ed by the Ear y Term nat on Opt on payment; or
- iii. Res dent does not proper y exerc se the Ear y Term nat on Opt on by fo ow ng the procedures spec f ed above, but vacates the Unt before the end date spec f ed n the Lease.

EARLY TERMINATION: In the event Res dent vacates the Unt before the Lease end date, and fa s to exerc se the Ear y Term nat on Opt on as spec f ed above. Res dent sha be ab e for a rent owed for the rema nder of the Lease term m nus amounts pa d by a rep cement res dent (f any), pus any other amounts as spec f ed by aw.

In t a s:  

11. **DELAY OF POSSESSION:** If the Land ord, for any reason, cannot de ver the possess on of the prem ses to Res dent at the commencement of the term, as here n above spec f ed, th s Lease sha not be vo d or vo dab e, nor sha Land ord be ab e to Res dent for any oss or damages resu t ng therefrom; but n that event there sha be a per dem deduct on of rent cover ng the per od between commencement of the term and the t me when Land ord can de ver possess on.
12. **FAILURE TO MAKE PAYMENTS PRIOR TO COMMENCEMENT:** If Res dent fa s to make any payment due pr or to the commencement date of Lease shown n Sect on 3, Land ord has no duty to prov de possess on of the prem ses, and Land ord may app y any and a prev ous y made payments to amounts due to Land ord.

B. PAYMENTS, DEPOSITS, AND FEES

13. **MONTHLY RENTAL PAYMENT:** The tota rent s as out ned n Sect on 4; Res dent hereby agrees to prorate rent n order that renta payments sha fa due n advance on the **FIRST DAY OF EACH MONTH**. A renta payments must be tendered by **certified cashier's check or online payment options made available by Landlord. Personal checks, cash and money orders are not accepted.** Payments made by cash er s check must be made payab e to **PR SM Biella, LLC** ocated at: **1519 6th Street, Ste. 100, Santa Monica, CA 90401**. Norma bus ness hours of de very of renta payments are: **7 days a week , 10 am to 6 pm**, exc ud ng ho days. If payment s made ate, t w be subject to a app cab e charges and may be rejected by Land ord f payment s not made n the fu amount of rent due at the t me a ong w th a reasonab e ate fees and not ce fees, f app cab e, or f the payment tendered s not tendered n the form requ red by the "Charges For Late Payments" and "Returned Payments" sect ons of th s Lease. **Initial payment due for move in must be made in the form of a cashier's check or via credit card only online.** If a rent "drop box" s ava ab e, t sha be used at Res dent s own r sk. Land ord reserves the r ght at any t me to change a e ectron c and cred t card payment prov ders, po ces and procedures.
14. **CHARGES FOR LATE PAYMENTS:** Land ord and Res dent agree that t s h gh y mpract ca and/or extreme y d ff cu t to ascerta n the actua damages susta ned by Land ord as a resu t of Res dent s ate payment of rent or an e ectron c check that does not c ear. Res dent further agrees that the ate fee s a fa r and reasonab e est mate of actua expenses ncurred by Land ord as a resu t of Res dent s fa ure to pay rent when due. The actua expenses are not suscept b e to ready ca cu at on but ncude Land ord s cost of commun cat ng w th Res dent regard ng the ate payment and ncreased account ng expenses. Payment of ate fee w not excuse Res dent from the ob gat on to perform Res dents ob gat ons under the Lease, and w not bar Land ord from any other remed es a owed under the ease or app cab e aw. Accord ng y, Land ord and Res dent hereby agree to the fo ow ng: f Res dent does not pay the fu amount of the rent shown n Sect on 4 by the end of the **1st** day of the month, Land ord sha co ect a fee of **\$100.00**. Furthermore, f Res dent does not pay by the end of the **5th** day of the month, Res dent may on y pay by cash er s check or on ne payment opt ons (f offered). Land ord w on y accept a cash er s check after the **5th** day of the month, or n response to a not ce to pay rent or qu t, or a not ce to perform covenant or qu t requ r ng payment. Land ord may term nate th s Lease for fa ure to pay ate charges and may term nate th s Lease for non-payment of rent, as deta ed n Sect on 4.
15. **RETURNED PAYMENTS:** Land ord may co ect a fee of **\$25.00** for a payment that s not honored and ate fees w be assessed back to the org na day that rent was considered ate. The charges d scussed n th s paragraph are n add t on to the regu ar month y rent payab e by Res dent. If Res dent g ves Land ord two payments that are returned for nonpayment dur ng the term of th s Lease, then the future rent sha be payab e by cash er s check on y for the rema nder of the Lease term.
16. **SECURITY DEPOSITS:**
It s understood by Res dent that Land ord w not app y any port on of the secur ty depos t toward ast month s rent or unpa d damages pr or to vacat ng the prem ses. If the prem ses s rented by more than one person, Land ord may pay the refund to any or a Res dent(s) dent f ed n th s Lease and Res dents agree that they w work out the deta s of d v d ng any refund among themse ves.

Land ord agrees to return the secur ty depos t n comp ance w th C v Code § 1950.5, after fu possess on of the prem ses has been recovered, to Res dent ess any tem zed deduct ons made for fa ure to return the prem ses to the same eve of cean ness as the org na cond t on n wh ch t was rece ved w th the except on of norma wear and tear. The depos t may be used to compensate Land ord for Res dent s defau t n renta payments, to repa r damages to the prem ses (exc us ve of wear and tear) caused by Res dent, h s/her guests, and other househo d members, to cean the prem ses, and to remedy future defau ts by Res dent n any ob gat on under th s Lease ncud ng the ob gat on to restore, rep ace or return persona property or appurtenances, exc us ve of ord nary wear and tear.

- i. Pr or to move out, when requ red by aw, Land ord sha prov de wr ten not ce to e ect for nspect on no more than two weeks pr or to move out. Res dents may choose to be present dur ng the t me of nspect on.
- ii. In order to mn m ze secur ty depos t deduct ons, tems n need of repa r sha be noted so that Res dent may have the opportun ty to make repa rs.

C. RESIDENT DEFAULT

17. **DEFAULT BY RESIDENT:** Res dent s performance of each of Res dent s ob gat ons under th s Lease s a cond t on as we as a covenant. Res dent s r ght to cont nue n possess on of the prem ses s cond t oned upon such performance. T me s of the essence n the performance of a covenants and cond t ons. Res dent sha be n mater a defau t under th s Lease n the fo ow ng c rcumstances:
 - i. If Res dent abandons or vacates the prem ses;
 - ii. If Res dent fa s to pay rent or any other charge requ red to be pa d when due and the fa ure to pay cont nues for three (3) days after wr ten not ce has been g ven to Res dent; or
 - iii. If Res dent fa s to perform any of Res dent s non-monetary ob gat ons under th s Lease for a per od of three (3) days after wr ten not ce from Land ord.



initials

 J.P.
55741031

 A.A.
F3204182

18. REMEDIES: Upon the occurrence of any default by Resident, Landlord may exercise any right or remedy which Landlord may have at law or in equity, each and all of which are cumulative and nonexclusive. Additionally, Landlord shall be entitled to recover from Resident all damages incurred by Landlord by reason of Resident's default. Without limitation on the foregoing, upon the occurrence of any event of default by Resident, Landlord shall have the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive:

- i. Term net this Lease and Resident's right to possession of the leased premises and recover from Resident all damages owed at law or in equity, including those owed under Civil Code Section 1951.2 including:
 - a. The worth at the time of award of the unpaid rent which had been earned at time of termination;
 - b. The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Resident proves could have been reasonably avoided;
 - c. Subject to subsection (), the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Resident proves could be reasonably avoided; and
 - d. Any other amount necessary to compensate the Landlord for all the detriment proximately caused by the Resident's failure to perform Resident's obligations under the Lease or which in the ordinary course of things would be key to result therefrom.
- ii. The "worth at the time of award" of the amounts referred to in paragraphs a and b of subsection () is computed by allowing interest at **10% per year**, but no greater than the maximum interest rate permitted by law. The worth at the time of award of the amount referred to in paragraph c of subsection () is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1 percent.
- iii. Landlord may recover damages that include the worth at the time of award of the amount by which the unpaid rent of the balance of the term after the time of award, exceeds the amount of rental loss for the same period Resident proves could be reasonably avoided.
- iv. Efforts by the Landlord to mitigate the damages caused by the Resident's breach of the Lease do not waive the Landlord's rights to recover damages under this section.
- v. Nothing in this section affects the right of the Landlord under a Lease to indemnification for liability arising prior to the termination of the Lease for personal injuries or property damage where the Lease provides for such indemnification.
- vi. Landlord has the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

19. DAMAGE BY RESIDENT: If any damage or destruction to the premises is caused by Resident or related parties, Resident shall pay for any expenses, damage or repair occurred. Resident further agrees to pay rent for the period the premises is damaged whether or not habitable, if such damage is caused by Resident or related parties. Any such damage or destruction of the premises caused by Resident or related parties constitutes grounds for termination of the Lease; additionally such actions will not constitute any right of rent reduction.

20. RESIDENT INFORMATION: If Resident has supplied information to Landlord by means of a rental application or similar instrument, Resident covenants that all such information was given voluntarily and knowingly by Resident, and if such information proves to be false or misleading, Landlord shall have the right to terminate this Lease, in which event Resident shall immediately surrender the premises. In the case of bond-financed properties, Resident hereby certifies the accuracy of the statements made in the Certification of Tenant Eligibility and Income Verification (the "Certificate") previously executed, and further agrees that the family income, family composition and other eligibility requirements set forth in the Certificate be deemed substantial and material obligations of Resident's tenancy; that Resident will comply with all requests for information with respect thereto from Landlord or any Mortgagee; that Resident's failure to provide accurate information deemed a default by Resident, which shall entitle Landlord to pursue all rights and remedies set forth in the "DEFAULT BY RESIDENT" section or otherwise permitted by law, and that Resident's failure to furnish accurate and current information on the Certificate could subject Resident to civil liability.

21. UNLAWFUL MISCONDUCT: Resident agrees not to engage or permit unlawful activities in the premises, in the common areas or on the grounds of the Community. Resident and any member of Resident's household or a guest or other person under Resident's control shall not engage or facilitate in criminal activity, including drug-related criminal activity, on or near the premises. "Drug-related criminal activity" means illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)). Resident and any member of Resident's household or a guest or other person under Resident's control shall not engage in any act of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near premises. Resident and people under Resident's control may not harass Landlord or related management parties in any manner.

22. ATTORNEY'S FEES: If an action is brought for the recovery of rent or other monies due or to become due under this Lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done by Resident, or to recover for damages to said property, or to enjoin any act contrary to the provisions hereof, the prevailing party will be entitled to all the costs in connection herewith including, but not by way of limitation, reasonable attorney's fees whether or not the action proceeds to judgment.

D. CONDITION OF RESIDENCE:

23. CONDITION OF UNIT: By signing the Move In/Move Out Inspection Form which is an attachment to this Lease, Resident acknowledges that the premises is safe, clean, and in good condition with all appliances and equipment in good working order, except as noted. Resident also agrees that Landlord has made no promise to decorate, alter, repair or improve the premises, except as stated on the Move In/Move Out Inspection Form.

24. KEYS, LOCKS, AND ACCESS DEVICES:



- i. **Keys and Locks:** Resident agrees not to change or add any locks or gates on any doors or windows to the premises without prior written consent of Landlord. If Landlord approves request to install locks, Resident agrees to immediately provide Landlord with a key for each lock. When Lease ends, Resident agrees to return all keys to the premises to Landlord. Landlord may charge Resident **\$10.00** for each key that is lost or not returned.
 - ii. **Access:** Resident agrees to promptly notify Landlord in writing of any problem, defect, malfunction or failure of door locks, window latches, controlled access gates, intrusions or alarms, and any other security device. Resident agrees to be responsible for all fines, penalties and other charges resulting from or attributable to the alarm, including false alarm charges. It is understood that Landlord is not responsible for providing access to the premises after office hours. Resident is responsible for contacting a locksmith, at Resident's expense, to gain access to the premises in the event of a lockout. If Resident has caused a locksmith, Landlord must be notified and then change locks at Resident's expense.
 - iii. **Access Devices:** If Resident has received gate cards, fobs, restroom and/or entry gate keys as indicated in Section 6 of this Lease, Resident understands that if any of these items are lost or not returned upon move out, that the following fees will apply:
Gate Access Device **\$150.00** Key Fob **\$150.00** Entry Gate Key **\$75.00**
Resident further understands that if they do not have a working phone, they will not be able to access the gate from the premises to allow guests into the Community.
- 25. ENTRY:** Landlord will have the right to enter the premises as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, to test smoke detectors, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors or to make an inspection pursuant to subdivision (f) of Civil Code §1950.5 when the Resident has abandoned or surrendered the premises and pursuant to court order. Landlord will serve Resident with written notice before entry unless:
- i. Entry is due to an emergency, surrender or abandonment of the premises, or
 - ii. Resident and Landlord agree orally to an entry to make agreed repairs or supply agreed services at an approximate day and time within one week of the oral agreement, or
 - iii. Resident is present and consents to entry at the time of entry, or
 - iv. To exhibit the premises to prospective or actual purchasers of the property, provided that Landlord has notified Resident in writing within 120 days of the oral notice that the property is for sale and that Resident may be contacted to allow for an inspection.
- 26. MAINTENANCE:** Resident is responsible to notify Landlord in writing of maintenance issues arising on or around the premises (except in the event of an emergency). Residents will be responsible for replacing light bulbs, broken, damaged, or missing articles already furnished and for any damages caused by Resident or Resident's guests to the building, fixtures or equipment. Maintenance requests will be handled after office hours on a first-come, first-served basis. The on-duty maintenance associate will determine the appropriate course of action. To maintain the premises, Resident agrees to:
- i. Keep the premises clean.
 - ii. Use appliances, fixtures, and equipment in a safe manner and only for the purposes for which they are intended.
 - iii. Do not alter the grounds or common areas.
 - iv. Do not destroy, deface, damage or remove any part of the premises, common areas or grounds.
 - v. Give Landlord prompt written notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the premises or related facilities or observation of mold or mildew conditions in any portion of the premises.
 - vi. Do not make any repairs without Landlord's prior written consent.
 - vii. Maintain a minimum of 55 degrees inside the premises at all times to prevent water lines from freezing during winter months.
 - viii. Resident must dispose of all garbage, waste and recyclable materials in designated containers and/or designated areas and in accordance with applicable law and Landlord's instructions. Large items may not be disposed of in garbage containers and/or common areas.
- 27. SMOKE DETECTORS:** Resident's Unit has been equipped with smoke detectors. The smoke detectors have been tested prior to Resident's move-in to ensure operational performance. Resident shall not disable smoke detector. It is the responsibility of Resident to periodically self-test the smoke detectors to ensure its proper operation and notify Landlord of any malfunction.
- 28. SMOKE AND CARBON MONOXIDE DETECTORS:** The premises have been equipped with smoke and carbon monoxide detectors. The smoke detector and carbon monoxide detector have been tested prior to Resident's move-in to ensure operational performance. Resident shall not disable smoke detector or carbon monoxide detector. It is the responsibility of Resident to periodically self-test the smoke and carbon monoxide detectors to ensure its proper operation and notify Landlord of any malfunction.
- 29. RESTRICTIONS ON ALTERATIONS:** Resident agrees to refrain from making any alterations to the premises; including but not limited to:
- i. Change or remove any part of the appliances, fixtures or equipment in the premises.
 - ii. Paint or install wallpaper or contact paper in the premises.
 - iii. Install washing machines, dishwashers, dryers, fans, heaters or air conditioners in the premises.
 - iv. Any modifications made to the premises must be approved in writing from Landlord. Window coverings, shades, foils, draperies or non-standard window coverings are not permitted.
- 30. SATELLITE DISHES:** If satellite dishes are allowed in the Community they must be one meter or less in size and may not be affixed to the patio or balcony of the premises. Resident is specifically prohibited from making physical modifications to the premises and is prohibited from installing satellite dishes in the common areas of the Community, including, but not limited to, outside walls, roofs, window sills, common balconies or stairways. Resident will be responsible for damages caused by the satellite dish, including the cost of removal in any violation of any satellite guidelines. Resident shall install, use, maintain and remove a satellite dish in a manner which is consistent with industry standards and shall be liable for any damage or injury sustained as a result of the negligent installation, maintenance, use or removal of satellite dish. A lawful occupation may not provide an optimal signal or any signal at all.

31. WATERBEDS AND AQUARIUMS: Waterbeds and 30+ gallon water tanks may only be installed with prior written consent from Landlord. Prior to installation, a valid waterbed insurance policy or certificate of insurance for property damage must be obtained. The policy shall be issued by a company licensed to do business in California and possessing a Best's Insurance Report rating of "B" or higher. The insurance policy shall be maintained in full force and effect until the bedding/water tank is permanently removed from the premises. The policy shall be written for no less than **one hundred thousand dollars (\$100,000.00)** of coverage. The policy shall cover, up to the limits of the policy, replacement value of a property damage, including loss of use, incurred by the Landlord or other caused by or arising out of the ownership, maintenance, use, or removal of the waterbed on the premises only, except for any damage caused intentionally or at the direction of the insured, or for any damage caused by or resulting from fire. Landlord may require Resident to produce evidence of insurance at any time. The insurance carrier shall give Landlord notice of cancellation or nonrenewal 10 days prior to this action. The bedding shall conform to the pounds-per-square foot weight limitation and placement as dictated by the floor load capacity of the premises. The weight shall be distributed on a pedestal or frame which is equivalent to the dimensions of the mattress itself. Resident shall install, maintain and remove the bedding, including, but not limited to, the mattress and frame, according to standard methods of installation, maintenance, and removal as prescribed by the manufacturer, retailer, or state law, whichever provides the higher degree of safety. Resident shall notify Landlord in writing of the intent to install, remove, or move the waterbed. The notice shall be delivered 24 hours prior to the installation, removal, or movement. The Landlord may be present at the time of installation, removal, or movement at Landlord's option. If the bedding is installed or moved by any person other than Resident, Resident shall deliver to Landlord a written installation receipt stating the installer's name, address, and business affiliation where appropriate.

32. VENTILATION: Resident agrees to take the following steps to prevent the growth of mold in the premises:

- i. Open windows. Proper ventilation is essential. If it is not possible to open windows, run the fan on the Units air-handler to circulate fresh air throughout the premises.
- ii. In damp or rainy weather conditions, keep windows and doors closed.
- iii. If possible, maintain a temperature of between 50° and 80° Fahrenheit with your Unit at all times.
- iv. Use the pre-installed bathroom fan or a portable vent fan on when bathing or showering and allow the fan to run until all excess moisture has vented from the bathroom.
- v. Use the exhaust fan in the kitchen when cooking or while the dishwasher is running. Allow the fan to run until all excess moisture has vented from the kitchen.
- vi. Use care when watering houseplants. If spills occur, dry up excess water immediately.
- vii. When washing clothes in warm or hot water, watch to make sure condensation does not build up with the washer and dryer clogged. If condensation does accumulate, dry with a fan or towel.
- viii. Thoroughly dry any spills on carpeting.
- ix. Do not allow damp or moist stacks of clothes or other cloth materials to pile up for an extended period of time.
- x. Immediately report to Landlord any evidence of a water leak or excessive moisture in the premises, storage room, garage, or any common area.
- xi. Do not overfill closets or storage areas to allow for proper ventilation.
- xii. Clean and dust the premises on a regular basis. Regular vacuuming, mopping, and use of environmentally safe household cleaners is important to remove household dirt and debris that contribute to mold growth.
- xiii. Periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets, windows and patio doors using a common household disinfecting cleaner.
- xiv. On a regular basis, wipe down and dry areas where moisture sometimes accumulates, like counter tops, windows, doors, bathrooms, sinks, toilets, and shower enclosures.

E. LIMITATION ON LIABILITY:

33. LIMITATION ON LANDLORD LIABILITY: In the event of injury, loss or damage to Resident or related parties on the premises, Landlord shall not be liable; excluding in the event of willful misconduct, negligence, fraud, or violation of law. Resident hereby agrees to indemnify and hold Landlord harmless from a liability for any such injury, loss or damage.

Other Limitations: Resident also agrees that Landlord shall not be liable for, and Lease shall not be terminated by any interruption or interference with services or accommodations due to Resident caused by strike, riot, orders or acts of public authorities, acts of other Residents, acts of Landlord, accidents, the making of necessary repairs to the building of which the Unit is a part, or any other cause beyond Landlord's control, except as otherwise provided by law.

Liability for Common Area Amenities: To the extent allowed by law, Resident agrees to assume a risk of harm, and waive a claim against Landlord and Landlord's affiliates, employees and agents, resulting from use of common area amenities, even if caused by the negligence of Landlord and Landlord's affiliates, employees and agents. To the extent allowed by law, use of the common area amenities is at the sole risk of Resident, Occupants, Resident's guests and agents.

34. DAMAGE AND DESTRUCTION: In the event of damage to the premises by fire, water, or other hazard; or in the event of malfunction of equipment or utilities, Resident shall immediately notify Landlord. Resident hereby agrees to reimburse and/or indemnify Landlord for all damages, costs or expenses related to any damage or destruction caused by the act or omission of Resident and/or Resident's guests. Resident further agrees to pay rent for the period the unit is damaged whether or not habitable, if (1) such damage is caused by Resident and/or Resident's guests, (2) a temporary accommodations are provided, or (3) relocation reimbursement is paid as per the City of Santa Monica. Landlord may choose to terminate the Lease by giving notice if the premises is so damaged by the event that substantial repairs in Landlord's judgment, shall require such termination. Landlord will provide relocation reimbursement as per the City of Santa Monica during the period of time when the premises are not fit for occupancy.

35. SECURITY: It is understood that no promise of Resident's personal security has been made. Regardless of any preventative measures provided by Landlord, no guarantee can be made of security. If security systems, security devices, or walk-through/drive-through services are employed at this Community, no representation is being made that they will be effective in preventing criminal activity. Landlord reserves the right to reduce, modify or eliminate any security system, security devices, services, including courtesy patrol (other than those statutorily required) at any time; and Resident agrees that such action shall not be a breach of any obligation or warranty on the part of Landlord. Resident agrees to hold Landlord harmless from claims arising out of criminal acts of other residents or third parties. Resident understands that the protective steps Landlord has taken are neither a guarantee nor warranty that there will be no criminal acts. Personal safety is each Resident's personal responsibility. Resident understands that Landlord may retain personnel or services which are available for, disturbances, fire and violations, problems with outdoor lighting, etc. Resident



agrees and understands that any measure Land ord has taken n th s regard s ne ther po ce force nor a guaranteed deterrent to cr me. In the event of cr m na ct v ty, the Po ce Department s to be contacted f rst by Res dent. We request you a so not fy the Land ord that such a d sturbance or emergency has occurred.

- 36. INSURANCE:** Each Res dent s requ red to purchase and ma nta n at Res dent s so e expense a po cy of Persona L ab ty Insurance n the amount of not ess than one hundred thousand dollars (\$100,000.00) per occurrence throughout the term of the Lease and any subsequent renewa per ods. Each person occupy ng the prem ses must be sted on the po cy and the Res dent s respons b e to prov de proof of coverage to Land ord. the Community, address of P.O. Box 979142 Miami, FL 33197-9142, 1519 6th Street, Ste. 100, Santa Monica, CA 90401 must be sted as an nterested party on a po ces wr ten by th rd party nsurance agents other than Assurant Spec aty Property Insurance. Land ord s nsurance does not protect Res dent, occupants or Res dent s guests aga nst oss or damage to persona property or be ong ngs or cover Res dent s ab ty. Res dent s encouraged to obta n a po cy of Renter s Insurance protect ng Res dent s househo d goods and persona property n add t on to ab ty nsurance.

Except where proh b ted by aw, f Res dent fa s to obta n and ma nta n ab ty nsurance as requ red, Res dent w be n vo at on of Res dent s ease ob gat ons. In such event, Res dent w rece ve a wr ten not ce demand ng that Res dent cure the v o at on by procur ng the nsurance and supply ng ev dence of coverage to Land ord. In the so e d scret on of Land ord, and as one of ts non-exc us ve reme es for a breach of th s prov s on, f res dent fa s to supply ev dence of such nsurance to Land ord on or before the date set forth n sa d not ce, **Resident agrees that, at Landlords discretion,** the nsurance requ rement of th s Lease Agreement may be sat sf ed by the Land ord, who may schedu e the Res dent s un t for coverage to meet the M n mum Requ red Insurance coverage sted above **and in no case, shall Landlord be responsible for any damage to Resident's property.** An amount equa to the tota cost of the L ab ty coverage (prem um, taxes and adm n strat ve fee) sha be charged to Lessee by the Land ord. If Res dent fa s to pay for the ab ty nsurance, th s w be cons dered a defau t under the Lease. These charges sha term nate when Res dent procures an approved renter s ab ty nsurance po cy, and further demonstrates that the nsurance requ rements are sat sf ed per the ease. The Landlord does not sell or provide insurance. The tota cost to the Res dent for the Land ord obta n ng L ab ty coverage sha be \$14.00 per month.

- 37. CONTRACTORS:** Res dent understands that Land ord does not make any acknow edgments as to the character of any contractors or serv ce prov ders reta ned by Res dent through Land ord s conc erge serv ce, nor s Land ord aff ated n any manner w th the contractors or serv ce prov ders. Res dent agrees that Land ord has no ob gat on or ab ty for the acts or om ss ons, whether neg gent or otherw se of any agent or emp oyee of the contractors or serv ce prov ders. Res dent has been nformed and understands and agrees that Res dent s persona safety and secur ty and the secur ty of Res dent s persona property s Res dent s respons b ty, and that Land ord recommends that Res dent conduct the r own nvest gat on of the contractors or serv ce prov ders.

- 38. MEGAN'S LAW:** Pursuant to Sect on 290.46 of the Pena Code, nformat on about spec f ed reg stered sex offenders s made ava b e to the pub c v a nternet web ste ma nta ned by the Department of Just ce at www.meganslaw.ca.gov. Depend ng on an offender s cr m na h story, th s nformat on w ncude e ther the address at wh ch the offender res des or the Commu ty of res dence and the z p code n wh ch the offender res des n.

- 39. ENVIRONMENTAL INDEMNIFICATION:** To the extent a owed by aw, Res dent express y assumes and accepts any and a r sks nvo ved or related to the presence n the Commu ty of any and a hea th affect ng substances, and any power nes n the v c n ty of the prem ses. Res dent wa ves a c a ms and causes of act on of any k nd or nature, at aw or n equity, ncud ng, but not m ted to, c a ms or causes of act on ar s ng by statute, ord nance, ru e, regu at on or s m ar prov s on, aga nst Land ord and Land ord s agents, pr nc pa s, emp oyees, ega representat ves, aff ates, ass gnees, successors n tte, partners, shareho ders, off cers, d rectors, parents, members and managers (here n co ect ve y ca ed the "Land ord Aff ates") w th respect to any hea th hazard occur ng n connect on w th the presence n the Commu ty of mater a s conta n ng potent a y hea th affect ng substances, and c a ms ar s ng out of or are based upon any potent a y hea th affect ng substances brought, or a owed to be brought, nto the Commu ty by Res dent or any guest or other person v ng n, occupy ng, us ng or res d ng n the prem ses. Res dent agrees to defend, ndemn fy and ho d harm ess the Land ord Aff ates aga nst and from any and a ct ons, causes of act on, c a ms, demands, ab tes, osses, damages and expenses of whatsoever k nd, ncud ng, but not m ted to, attorneys fees at both the tra and appe ate eve s, that any or a of the Land ord Aff ates may at any tme susta n or ncure by reason of any and a c a ms asserted aga nst them ar s ng out of potent a y hea th affect ng substances brought or a owed to be brought nto the Commu ty by Res dent or any guest or other person v ng n, occupy ng, us ng or res d ng n the prem ses

- 40. PROPOSITION 65 WARNING:** The Commu ty may conta n chem ca s known to the State of Ca for n a to cause cancer, b rth defects, and other reproduct ve harm. These chem ca s may be conta ned n em ss ons and fumes from bu d ng mater a s, products and mater a s used to ma nta n the property, and em ss ons, fumes, and smoke from Res dent and guest act v tes, ncud ng but not m ted to the use of motor veh c es, barbecues, and tobacco products. These chem ca s may ncude, but are not m ted to carbon monox de, forma dehyde, tobacco smoke, un eaded gaso ne, soot, tars, and m nera o s.

For more nformat on p ease contact OEHHA at (916) 445-6900 or v s t <http://www.oehha.org/prop65/pdf/Prop65tenants.pdf> for add t on a nformat on from the Ca for n a Env ronmenta Protect on Agency s Off ce of Env ronmenta Hea th Hazard.

- 41. PESTICIDE DISCLOSURE:** Res dent s aware that Land ord has contracted w th a reg stered structura pest contro company to prov de pest contro serv ces to the Commu ty per od ca y and acknow edges rece v ng a wr ten not ce regard ng pest c des used on the prem ses as prov ded for under Bus ness and Profess ons Code §8538 and Ca form a C v Code §1940.8. Res dent accepts a r sks and hazards assoc ated w th chem ca s used on the prem ses that are stated n the pest c de d sc osure not ce attached to th s Lease.

- 42. SOCIAL MEDIA:** Land ord ma nta ns an on ne presence through ts webs te and soc a med a. Th s on ne presence ncudes, but s not m ted to, d sp ay ng mages from commu ty events organ zed by Land ord. From tme to tme Land ord w have ts persone or ndependent contractors capture st ("photo") and mov ng ("v deo") mages at these events. Res dent hereby acknow edges that by attend ng these events Res dent accepts and agrees to the potent a of be ng dep cted n those mages and further agrees to perm t Land ord to use Res dent, other occupants and Res dent s guests keness, WITHOUT COMPENSATION, for the m ted purpose of Land ord s on ne presence. P ease note that Land ord respects Res dent s pr vacy and at Res dent s wr ten request Land ord w remove any mage dep ct ng Res dent, other occupants or Res dent s guests.

F. COMMUNITY CONSIDERATION

- 43. GUESTS:** Persons stay ng n the prem ses for onger than two weeks must comp ete a renta app cat on and be approved and added to Lease. Any person occupy ng the prem ses onger than two weeks or 20 nonconsecut ve days out of the year sha be cons dered an unauthor zed occupant. Ass gnment or sub ett ng any part of the prem ses, and the use of A rBNB or any other s m ar short term renta serv ce w thout Land ord s pr or wr ten consent s str ct y proh b ted and sha const tute a non-curab e breach of th s Lease. Res dent



shall be able for any violation costs incurred by the Landlord.

44. USE OF PREMISES: Resident agrees to use the premises solely as a private residence. The furnishing by Landlord to Resident of any storage space, use of laundry, electronic access controls and gates, or any other common area facilities outside the premises shall be deemed to be furnished gratuitously and Landlord makes no representations or guarantees as to the availability, adequacy, or fitness of such space, service, or facilities. Resident acknowledges that Landlord will not provide fireguard service at the swimming facilities, and Resident agrees to take adequate and reasonable care in use of all recreational facilities to ensure the safety of Resident, other occupants and Resident's guests. All guests must be accompanied by a Resident to use recreational facilities and amenities. Landlord makes no representations, warranties or guarantees express or implied, regarding the presence or quality of reception of electronic communication or information retrieving devices within the Unit or Community.

45. DISTURBANCE: In consideration of and cooperation of others in the Community, Resident agrees to keep the volume of any radio, stereo, television or musical instrument at such a level which will not disturb the other residents at any time. Any noise, disturbance, or activity which would, in the sole and absolute discretion of Landlord, be reasonably likely to annoy or disturb other residents strictly prohibited. Resident agrees not to interfere with the safe and quiet enjoyment or comfort of others.

46. PARKING: All vehicles must have license plates and registration tags are to be current and displayed at all times. Vehicles must be kept clean and in operable condition. Resident, other occupants and Resident's guests who park in fire lanes, reserved parking or designated parking will be towed at the vehicle owner's expense. Parking of boats, campers, recreational vehicles and commercial purpose vehicles is prohibited. Vehicle repairs prohibited. Any vehicle that appears to be damaged, abandoned or ceded will be towed at the vehicle owner's expense.

Each vehicle must be registered with Landlord to provide Landlord with a record to attempt to follow up with Resident in hopes of avoiding a costly tow, charged to the vehicle owner cited for violating Community parking guidelines. Landlord reserves the right to change assignments and policies upon written notice to the Resident. Unassigned spaces may be used by guests if available and not otherwise posted at the premises, on a first serve basis; unassigned spaces may not be used for more than a 48-hour continuous period.

47. REASONABLE ACCOMMODATIONS: It is the policy of Landlord to reasonably accommodate all Residents as defined under state and federal laws. It is agreed that Resident shall notify Landlord of any need relating to a reasonable accommodation to ensure the proper procedures are implemented to comply with existing laws. In the event Resident fails to notify Landlord, Landlord shall not be liable for damages suffered by Resident. It is agreed that Landlord is under no obligations to accommodate Resident until proper notification with supporting verification is provided to Landlord of disability and disability-related need for an accommodation (unless the disability and disability-related need are apparent).

48. PETS: Resident agrees that they will not keep or permit to be kept in premises any dog, cat, bird or other animal unless otherwise mutually agreed to in writing. This shall include pets not owned by Residents that may from time to time visit. Landlord will allow support/assistance animals for Resident that provides written verification of disability and disability-related need for the support/assistance animal (unless the disability and disability-related need are apparent). The Pet Addendum shall be added to this Lease as an attachment when applicable. Permissions for visiting pets must be obtained prior to the entrance to the Community and the premises. Any unauthorized pets or visiting pets without prior written consent constitute breach of Lease. Permissions to keep a pet may be granted or denied at Landlord's sole discretion.

G. UTILITIES AND HOT WATER

49. UTILITIES: Utility services shall be provided directly from the utility provider or, at the sole discretion of Landlord, on a sub-metering, square footage, or other allocation basis. Landlord reserves the right to modify the method by which the utilities are furnished to the premises or billed to Resident during the term of this Lease and may modify billing Resident for utilities previously included in the rent by giving Resident a 30 day written notice. Reference the utility addendum for detailed terms, conditions and methodology.

The following terms shall apply:

- i. Resident agrees to pay all charges for utilities for the outdented premises for the term of the Lease including but not limited to those stated in the Utility Billing Addendum. Charges may be assessed by the utility provider or Landlord or Landlord's designated Billing Party in the case of utilities billed to Resident by Landlord in connection with Resident's use of utilities.
- ii. Resident shall not use any utility in a wasteful, unreasonable, or hazardous manner and agrees to comply with all utility conservation efforts implemented by Landlord.
- iii. Landlord is not liable for damages arising from utility service outages, interruptions, or fluctuations in utilities provided to the premises not reasonably within Landlord's control.
- iv. Resident agrees not to disturb, tamper, adjust, or disconnect any utility service, sub-metering device or system.
- v. Failure to make necessary arrangements for Resident's utility service may result in an interruption of services and Resident's failure to transfer utility services to Resident's name may be, at Landlord's discretion, considered a material breach of this Lease and will permit Landlord to terminate the Lease. Resident agrees that if Landlord is billed for utilities which are Resident's responsibility, Resident will repay Landlord for the charges incurred within 10 business days of invoice. Resident will also be subject to an additional charge of **\$50.00** for each billing cycle during which Resident has failed to become the customer of record with the utility provider(s). This fee consists of the expenses incurred by Landlord to communicate with the utility provider and/or Resident regarding the utilities and the investment value of funds required to be advanced on Resident's behalf to pay utilities for which Resident is responsible. It is agreed between the parties that these expenses, though acknowledged to exist, are difficult to ascertain and that the additional charge is a reasonable estimate of the actual amount.

50. HOT WATER: The following will apply:

- i. The water temperature in the units is set at 120 degrees Fahrenheit or below. When the water temperature is 120 degrees Fahrenheit, or below, bacteria may enter the water heater or associated plumbing and accumulate. If Resident desires the thermostat to remain at 120 degrees Fahrenheit, or below, Resident assumes any and all risks associated with any bacterial growth in the water heater or associated plumbing.



initials

J.P.
55741031

A.A.
F3204182



- ii. Resident acknowledges that some communities managed by Landlord have heating and cooling services supplied by a boiler/chiller system. If this community and/or this apartment unit receives such services, Resident acknowledges that adjustment to the heating or cooling levels for any one specific apartment unit is not possible and that the changeover between phases of the system cannot be made specifically for any one apartment unit. Resident also acknowledges that to achieve full heating potential, Landlord may find it necessary to increase the temperature of the heated water during the colder months of the year when compared to the warmer months.
- iii. Resident should be aware that some units may be equipped with an HVAC heating system which operates on hot water. To achieve full heating potential, it may be necessary to increase the temperature of the water heater during the colder months of the year. Resident should also be aware that some units operate on centralized hot water systems which service multiple units and as such individual adjustments in temperatures will not be possible.
- iv. If Resident desires the water temperature in the premises to be higher than 120 degrees Fahrenheit and the premises has an individual hot water heater, Resident will request, in writing, the temperature of the hot water heater to be adjusted by Landlord, and Resident shall specify the desired temperature at which Landlord is requested to set the thermostat.
- v. Resident understands that if the temperature is set above 120 degrees Fahrenheit, that the water released from the taps in the premises may scald or burn anyone using water, and potentially cause severe injury.
- vi. Resident may not tamper with, or adjust the water temperature thermostat in the premises in any way without written authorization from Landlord.
- vii. Resident agrees to indemnify and hold Landlord harmless in any action involving any injury related to the temperature of the water, the water system or the associated plumbing in the premises.

H. ADDITIONAL TERMS

51. MILITARY: Military personnel on active duty may terminate this lease under Federal law if:

- i. Resident becomes a member of the Armed Forces of the United States after Resident enters into the Lease; or
- ii. Resident is or becomes a member of the Armed Forces of the United States and receives:
 - a. Orders for a permanent change of station; or
 - b. Orders to deploy for a period of at least 90 days.

Landlord fully supports its residents who are active-duty or reserve military personnel. Resident must give Landlord written notice of termination. For rentals when rent is paid monthly, the termination becomes effective 30 days after the first date on which the next rental payment is due after the termination notice is delivered and no further rent will be owed following the expiration of the notice period (or the actual move-out date, if later). Resident must furnish the Landlord with proof to establish that Resident qualifies for this limited exception. Proof may consist of any official military orders, or any notification, certification, or verification from the service member's commanding officer, with respect to the service member's current or future military duty status. Military permission for base housing does not constitute a permanent change-of-station order.

52. OFFICE OF FOREIGN ASSETS CONTROL: Resident represents and warrants that Resident and each person or entity owning an interest in Resident's

- i. Not currently identified on the Specia y Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List").
- ii. Not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States.
- iii. None of the funds or other assets of Resident constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined).
- iv. No Embargoed Person has any interest of any nature whatsoever in Resident (whether directly or indirectly).
- v. None of the funds of Resident have been derived from any unlawful activity with the result that the investment in Resident is prohibited by law or that the Lease is in violation of law.
- vi. Resident has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. § 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Resident is prohibited by law or Resident is in violation of law.

Resident covenants and agree(s):



initials




- i. To comply with all requirements of law relating to money laundering, anti-terrorism, trade embargo and economic sanctions, now or hereafter in effect.
 - ii. To immediately notify Landlord in writing if any of the representations, warranties or covenants set forth in this section or the preceding paragraph are no longer true or have been breached or if Landlord has a reasonable basis to believe that they may no longer be true or have been breached.
 - iii. Not to use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Landlord.
 - iv. At the request of Landlord, Resident may be asked to provide such information to determine Resident's compliance with the terms hereof.
 - v. Resident hereby acknowledges and agrees that Resident's inclusion on the List at any time during the lease term shall be a material default of the Lease. Notwithstanding anything herein to the contrary, Resident shall not permit the premises or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the premises by any such person or entity shall be a material default of the Lease.
53. **SUCCESSORS:** The terms and conditions contained in this Lease shall be binding upon and inure to the benefit of Landlord and Resident and their respective heirs, executors, administrators, personal representatives, successors and assigns.
54. **SUBORDINATION:** This Lease shall, without further act on the part of Resident, be subject and subordinate to the lien of any mortgage and/or any deed of trust or other encumbrance which may now exist, upon, or which may hereafter be placed by Landlord upon, the leased premises or property including the premises.
55. **ATTORNMEN:** Resident hereby agrees that Resident will recognize as its Landlord under this Lease and shall attorn to any person succeeding to the interest of Landlord in respect of the land and the buildings on or in which the premises is contained upon any foreclosure of any mortgage upon such land or buildings or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage. If requested, Resident shall execute and deliver an instrument or instruments confirming its attornment as provided for herein; provided, however, that no such mortgagee or successor-in-interest shall be bound by any payment of rent for more than one month in advance, or any amendment or modification of this Lease made without the express written consent of such mortgagee.
56. **CREDIT REPORTING:** Resident understands and agrees that Landlord may report Resident's credit and rental payment information to the national credit reporting agencies at any time throughout Resident's tenancy, including but not limited to Experian, TransUnion, Equifax. If applicable, Resident agrees to have Landlord submit the positive and/or negative rental payment history data to Experian RentBureau or any other rental history data company on an ongoing basis.
57. **AUTHORIZATION FOR RELEASE OF INFORMATION.** Resident understands and agrees that personal information may be needed from time-to-time for third-party vendors, including but not limited to, package delivery systems, restoration and/or other service providers. Resident has been informed that this authorization is limited to tenant-related information only, including name, address, phone number, Email address and other contact information, which will be maintained confidentially by the third-party vendor. Resident provides permission for Landlord to distribute such personal information. Resident agrees that Landlord is not responsible for any breach in the information provided to third-party vendor and that Resident is responsible to properly report any such breach to the third-party vendor and work directly with such provider to remedy the breach.
58. **ESTOPPEL CERTIFICATE:** Resident agrees within five (5) days of Landlord's request, Resident must execute and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or if modified, describing the modification). Any prospective or actual property purchaser may rely upon Resident's written statement. Should Resident fail to deliver a statement within the specified time, it will be conclusively presumed that the Lease is unmodified and in full force and effect, except as otherwise indicated, and there are no uncured defaults in Landlord's performance, and any other details specified by Landlord or generally requested of Resident.
59. **CONTENTS OF THIS LEASE:** The failure of Landlord to insist upon strict performance of any of the covenants and agreements of this Lease or any addenda thereto, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such or any other covenants or agreements, but the same shall be and remain in full force and effect. Resident acknowledges and agrees that acceptance of rent by Landlord from the Resident or any person or entity on the Resident's behalf shall not be construed in any way as a waiver of Landlord's right to enforce a previously issued notice or use actions of Resident or Resident's guests or invitees which occurred prior to the acceptance of the rent as a basis for issuing and enforcing a notice. All parts, portions and provisions of this Lease shall be deemed separate and severable. In the event of the invalidity of any part, portion or provision, the rest of this Lease with such part, portion or provision deleted, shall be given full force and effect. This Lease and its attachments make up the entire Lease between Resident and Landlord regarding the premises. If any Court declares a particular provision of this Lease to be invalid or illegal, all other terms of the Lease will remain in effect and both Landlord and Resident will continue to be bound by them.
60. **NOTICES:** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States Mail, postage prepaid, addressed to Resident at the premises. Personal delivery of any such notice by Landlord or Resident at the above address shall be deemed effective delivery hereunder. **ALL NOTICES TO RESIDENT MUST BE MADE PERSONALLY DELIVERED TO THE BUSINESS MANAGER, ASSISTANT BUSINESS MANAGER OR SALES ASSOCIATE DURING NORMAL BUSINESS HOURS. Normal business hours and hours of delivery of rental payments are: 7 days a week, 10 am to 6 pm on all non holidays.**
61. **ATTACHMENTS:** Resident certifies that Resident has received a copy of this Lease and attachments. Resident agrees to obey additional rules that may be established after the effective date of Lease including those outlined in the Community Policies. These policies may be modified, unless otherwise provided. Violations of these policies will constitute a breach of Lease. If there is a conflict between these policies and the Lease, the Lease shall govern.

1	Addendum Re Use of Med ca Mar juana
2	An ma Addendum
3	Commun ty Po c es
4	Garage/Park ng Space Addendum
5	Move-In/Move-Out Inspect on Form
6	Pest Insect and Bed Bug Addendum
7	Res dent Commun cat on Log
8	Smoke-Free Addendum
9	Ut ty Addendum
10	Pest Contro Pest c de Not ce

SIGNATURES:


The undersigned expressly understands that the "TERM OF LEASE" Section above contains provisions under which the tenancy may automatically continue as a tenancy from month to month upon expiration of the Lease term.



Signed by Joseph N. Prencipe
 Fri Aug 17 02:17:44 AM PDT 2018
 Key: 55741031; IP Address: 189.221.43.215

Joseph N Prencipe (Resident)

Date



Signed by Anna Afanasyeva
 Fri Aug 17 02:16:26 AM PDT 2018
 Key: F32041B2; IP Address: 189.221.43.215

Anna Afanasyeva (Resident)

Date

(Agent for Owner)

Date

ADDENDUM RE USE OF MEDICAL MARIJUANA

This document is an addendum to the Lease Agreement dated **August 20, 2018** between **Joseph N. Prencipe and Anna Afanasyeva** and **PR SM Biella, LLC** for the Unit #**506** located at **1411 7th Street Santa Monica, CA 90401**.

I have read the following and agree to adhere to the below rules and regulations for Medical Marijuana use at the community:

1. I have a physical or mental impairment that limits one (or more) major life activity. As a result of my disability, I require the use of Medical Marijuana. A copy of the Medical Marijuana Card is attached and incorporated by reference into this Addendum. I agree to notify Owner/Agent if the Medical Marijuana Card is revoked or expires and understand that this Agreement terminates immediately upon revocation or expiration of the Medical Marijuana Card.
2. The Office of Environmental Health Hazard Assessment and the California Environmental Protection Agency list marijuana smoke as a carcinogen. In 2009, the Carcinogen Identification Committee determined that marijuana smoke was shown to cause cancer, and was added to the Proposition 65 list, pursuant to Title 27, California Code of Regulations, section 25305(a)(1) (formerly Title 22, California Code of Regulations, section 12305(a)(1)).
3. I UNDERSTAND THAT ANY SECONDHAND MARIJUANA SMOKE THAT DRIFTS INTO THE WINDOWS OF OTHER UNITS, THROUGH THE VENTS, UNDER ANOTHER RESIDENTS DOOR, ONTO A BALCONY, OR IN A COMMON AREA (INCLUDING FITNESS CENTER AND POOL/SPA) IS PROHIBITED. I AGREE TO CONFINE THE SMOKE TO MY UNIT AND AGREE THAT ANY SMOKE THAT AFFECTS A NEIGHBORING RESIDENT WILL BE DEEMED A NUISANCE. I UNDERSTAND THAT I WILL BE REQUIRED TO TAKE THE MEDICATION IN AN ALTERNATE MEANS AND/OR SMOKE IN AN ALTERNATE LOCATION IF THE SMOKE IS HAVING AN ADVERSE IMPACT ON ANY NEIGHBORING RESIDENT.
4. I understand that there are reasonable alternate means to take the medication, including (among others) edibles, tinctures, beverages, cannabis oils, and pills. Owner/Agent understands that each individual's medical situation is different and will address the specific situation and alternate means to take the medication with advice from the prescribing physician.
5. The distribution and/or sale of Marijuana or any other narcotic or illegal substance is a violation of the community policies and basis for termination of tenancy.
6. Resident(s) are prohibited from making any unauthorized modifications to the unit, including indoor irrigation systems or any other alteration that may increase the moisture and/or humidity levels in the unit or risk of fire.
7. This Addendum may be modified for any reason at any time without Resident(s) approval in accordance with State and Federal law.
8. Except as expressly modified hereunder, the remaining terms and conditions of the Lease as previously amended shall remain in full force and effect.
9. Resident(s) hereby acknowledges that this addendum is incorporated into the rental agreement between the Resident(s) and Owner/Agent.
10. The parties hereto represent and acknowledge that in executing this Agreement they do not rely upon and have not relied upon any representation made by the other party with regard to the subject matter of this Addendum, or its effects, other than those representations specifically set forth herein. No supplement, modification, or amendment of this Addendum shall be binding unless executed in writing by both parties.

This Addendum may be executed in counterparts and facsimile copies of same shall be admissible for all purposes and shall be deemed an original.



ANIMAL ADDENDUM

This document is an addendum to the Lease Agreement dated **August 20, 2018** between **Joseph N. Principe and Anna Afanasyeva** and **PR SM Biella, LLC** for the **Unit # 506** located at **1411 7th Street, Santa Monica, CA 90401**.

Animals are not permitted on the Premises without prior written consent from Landlord, which includes unauthorized or visiting animals.

Resident declares no animal will reside on Premises.

Animal Description

Resident and Landlord agree as follows:

- Resident agrees to pay **\$0.00** per month in Pet Rent per month on or before the first of each month with Monthly Rent. Pet Rent is additional "rent" for all purposes.
- Resident agrees to pay \$75.00 monthly pet rent and will be required to pay an additional deposit of \$500.00 at time pets are added to the lease.
- The additional deposit shall be subject to full inspection of the Unit upon Resident's move out and shall be considered an additional deposit pursuant to the Lease terms.
- Resident shall be liable for all damages or expenses incurred by or in connection with an animal.
- Animals will not be permitted outside Resident's Unit unless restrained by a leash. Resident must control animal activity when on the Premises.
- Animals may not be left or tied on balconies, porches, or patios and these areas must be kept clean and free of animal waste.
- Resident is responsible for immediate and proper cleaning up and disposal of animal waste. Please note that landscape pesticides and chemicals are used on the grounds of the Community and therefore special care should be taken when walking an animal(s).
- If an animal is a cat, appropriate litter box shall be maintained, additionally a scratching post should be provided. Resident must place soiled cat litter in a securely tied trash bag for disposal.
- If Resident does not clean up after an animal, Resident will be fined **\$50.00** per occurrence.
- Animals shall not weigh over **65 pounds** fully grown. Animals under **3 months** of age are not permitted.
- The number of animals per apartment is limited to **2**.
- Resident shall not permit and represents an animal will not cause any damage, discomfort, annoyance, nuisance or in any way inconveniences, or cause complaints, from any other resident.
- All animals must have all required vaccinations. Landlord may request, at any time, proof from Resident that all required vaccinations have been administered.
- It is strongly recommended that all animals have an identification tag showing current address and telephone number on the collar. Dogs are required to have a current license and an identification tag at all times.
- Resident agrees to comply with all applicable ordinances, regulations and laws governing pets. Including but, not limited to the following:
 - Except as restricted by applicable local or county ordinance, State statute or administrative regulation, or Federal law or regulation, Management permits pets of the following types: cats, dogs, hamsters, guinea pigs, rabbits, birds, fish, non-poisonous or non-venomous amphibians, and non-poisonous or non-venomous reptiles. Permitted birds must be kept caged and permitted fish, amphibians, and reptiles must remain in a tank/aquarium at all times. Tanks and aquariums may not exceed **30 gallons** in volume.
 - All animals must be Spayed/Neutered.
 - Resident shall prevent any fleas or other infestation of the Unit and on the Premises.
 - Birds shall not be let out of cage.
 - Resident must obtain prior or written consent from Landlord to have fish tanks over **30 gallons**. Fish tanks must be placed in a safe area inside of the Unit.
 - Dangerous, feral, exotic or poisonous animals (as determined solely by the Landlord) are not permitted on the Premises. Residents are not allowed to keep endangered species.
 - Feral animals cannot be fed or kept on the Premises.
 - Resident shall not allow any animal on the property that has exhibited any sign of aggressive behavior or aggressive tendencies.



initials



towards any person.

- i. A nce Standard Breed Restr ct on: A askan Ma amute, Boxer, Chow Chow, Da mat an, Doberman P nscher, German Sheperd, Be g an Ma no s, Husky Breeds, P t-Bu Breeds, Stafforsh re Terr er, Presa Canar o, Rottwe er and wo f hybr ds.

16. Ass st ve An ma s (nc ud ng compan on an ma s): Management w accept and eva uate a request for reasonab e accommodat on to a ow Res dent to have an ass st ve an ma . Ass st ve an ma s for persons w th d sab t es are not cons dered pets and are not subject to the fo ow ng requ rements:

- Spayed/Neutered requ rement;
- Breed restr ct on (f part cu ar an ma s requ red because of d sab ty);
- Age restr ct on (f part cu ar an ma s requ red because of d sab ty);
- We ght restr ct on (f part cu ar an ma s requ red because of d sab ty);
- The number of ass st ve an ma s per apartment sha be eva uated on case by case bas s;
- Month y pet rent;
- Pet fees and/or depos ts.

A request for a Reasonab e Accommodat on must be sub mtted for Land ord s rev ew and Land ord sha not unreasonab y w thho d ts wr tten approva for an ass st ve an ma or an ma s. Res dent hereby agrees to comp y w th the terms and cond tions of th s An ma Addendum, except for the except ons set forth n th s paragraph 15 for ass st ve an ma s. If add tiona mod f cat ons to the ru es set forth n th s An ma Addendum are requ red because of a d sab ty, Res dent shou d make an accommodat on request to Land ord.

17. Th s addendum sha term nate w thout affect ng the Lease or Res dent s respons b t es under the ease and Res dent sha remove the an ma mmed ate y f any of the fo ow ng occurs:

- Payment of Pet Rent s de nquent
- The an ma d sp ays aggress ve behav or
- Land ord perce ves the an ma to be dangerous or d rupt ve to Prem ses, other res dents, guest or emp oyees.
- The an ma does not have a current and requ red vacc nat ons.
- Upon th rty (30) day not ce by e ther party to the other of ntent to term nate th s Addendum

18. Res dent agrees to ho d harm ess and ndemn fy Land ord from a ab ty perta ng to an ma s on the property and Res dent sha ho d Land ord harm ess and ndemn fy Land ord for any and a damages or costs n connect on w th an ma .

Res dent(s) acknow edges to have read th s Addendum and understands the terms and cond tions conta ned here n.



Signed by Joseph N. Prencipe

Fri Aug 17 02:18:15 AM PDT 2018

Key: 55741031; IP Address: 189.221.43.215

Joseph N Prencipe (Resident)

Date



Signed by Anna Afanasyeva

Fri Aug 17 02:17:14 AM PDT 2018

Key: F32041B2; IP Address: 189.221.43.215

Anna Afanasyeva (Resident)

Date

(Agent for Owner)

Date



initials



COMMUNITY POLICIES

This document is an addendum to the Lease Agreement dated **August 20, 2018** between **Joseph N. Prencipe and Anna Afanasyeva** and **PR SM Biella, LLC** for the **Unit # 506** located at **1411 7th Street, Santa Monica, CA 90401**.

In order to maintain and promote the Community, and as a condition of residency, Landlord has established the following policies for the comfort and convenience of all Community Residents. These Community Policies and Procedures are part of the Lease.

1. **Service Requests:** You may make your request online at <http://www.livingatsantamonica.com/residents/>. In the event of an emergency, call 911 directly for help. Notify the Landlord immediately thereafter.
2. **Appliances:** The following need to be adhered to regarding appliances.
 - a. Appliances shall not be removed from the premises.
 - b. The dishwasher should be used for the purpose in which it was constructed. The following items should not be put in the dishwasher, to include but not limited to: metal, string, grease, coffee grounds, nut shells, fruit pits, corn on the cob, potato peels, paper, wire, stringy foods, bones or non-food items. Resident shall be held responsible for any repairs or damage resulting from the misuse of such equipment and shall reimburse Landlord for necessary expense incurred in the repair of such equipment.
 - c. The bathroom fixtures should be used for the purpose in which they were constructed. The following items should not be disposed of in the toilets, to include but not limited to: diapers, paper towels, sanitary napkins, tampons, food, toilet wipes, baby wipes and rags. Resident shall be held responsible for any repairs or damage resulting from the misuse and shall reimburse Landlord for necessary expense incurred in the repair of such equipment.
 - d. Dishwashers should not be overloaded and only detergents made for automatic dishwashers should be used. We recommend using a rinse agent to improve drying and reduce spots and buildup in dishwasher.
 - e. To keep the oven clean, use mild detergents following each use and do not use hard abrasives on chrome or glass parts of the oven. Never place food under the burner pans.
 - f. Resident will be charged for unclogging plumbing equipment in the event that a foreign object used by the Resident caused a malfunction or damage to the equipment.
 - g. Do not overload the washer or dryer and do not use wet wash and/or dry bulky items such as comforters. We recommend leaving washer door open after cycle for better ventilation.
 - h. Always clean the lint screen prior to using the dryer and never operate it without a lint filter.
 - i. Never dry items that come in contact with flammable substances (e.g., cooking oil, gasoline, paint thinner, alcohol, etc.)
3. **Interior Alterations:** Resident must obtain the prior written approval of Landlord before making any interior alterations. Any charges incurred to restore the Unit will be at the Resident's expense.
 - a. Resident may use nails and regular hangers when hanging pictures, mirrors, etc. Please **DO NOT** use adhesive hangers, since they damage the wallboards on the walls.
4. **Maintenance for Granite/Stone Counter Tops:** The following cleaning methods should be followed on granite/stone counter tops. Failure to follow the proper cleaning methods can result in damage to the granite/stone in which Resident will be responsible for.
 - a. Proper cleaning methods as follows:
 - i. Recommended method for washing the countertops is light soap and warm water.
 - ii. Clean kitchen countertop regularly with a safe Marble and Granite cleaner.
 - iii. Blot dry spots as soon as possible.
 - iv. Clean stone surfaces with a few drops of neutral cleaner.
 - v. Windex is okay as long as it has no ammonia. Look for products that are eco-friendly.
 - vi. With darker stones, dry or buff them with a soft cloth to remove streaks.
 - b. Improper cleaning methods:
 - i. Do not use vinegar, lemon juice, or other cleaners containing acids on your stone including bathroom cleaners, grout cleaners or tub and toilet cleaners.
 - ii. Do not use abrasive cleaners such as dry cleansers, soft cleansers, scouring powders or creams.
 - iii. Do not mix bleach and ammonia; this combination creates a toxic and ethereal gas. Do not mix chemicals together unless directed specifically by instruction to do so.
 - iv. Do not use more cleaner than recommended.
 - v. Do not use heavy soap and water. It can eventually lead to soap buildup.
5. **Window Coverings and Signs:** Resident shall not use blankets, sheets, floor or non-standard window coverings in place of draperies or blinds. Residents shall not place objects on window or window sills which are visible from the outside.
6. **Community Equipment and Facilities:** Residents, other occupants and Resident's guests agree to abide by all rules and regulations for the use of the recreational facilities and that Resident will avoid conduct that Landlord deems inappropriate or disruptive. Any person in violation of these rules will be asked to vacate the area immediately. Failure to adhere strictly to the posted rules and regulations is acknowledged as grounds for suspension of privileges or termination of the tenancy in accordance with the state law. Landlord may



change the rules and regulations at Landlord's discretion. Recreational facilities may include, but not be limited to, business centers, fitness rooms, swimming pools and community rooms. Resident hereby agrees to assume a risk of such occurrences and to hold Landlord harmless and indemnify and defend same against any and all claims, suits, damages, losses and expenses, including without limitation reasonable attorney's fees arising directly or indirectly from any such occurrences. Exercise care when enjoying the recreational facilities/equipment, as Landlord is not responsible for physical injuries that result from the use of the recreational facilities/equipment. Any damages to any of the recreational facilities/equipment caused by Resident, other occupants and Resident's guests will result in Resident being responsible for the cost of the damages. Take caution to lock/close common area doors and gates. No animals are allowed in any of the recreational facilities.

7. **Communities with Pools:** Resident is required to limit guests to no more than two at a time and accompany them to the pool. Visitors not accompanied by Resident will be asked to leave. Glass containers are not allowed in the pool area. Please help keep the pool area clean. Proper pool attire, such as bathing suits and swim trunks, is required. Cut-off jeans, T-shirts and dapers are not allowed. Additonal pool policies and hours are posted by the pool. For safety reasons, do not swim alone.
8. **Patios and Balconies:** Resident shall comply with the following Patio and Balcony regulations:
 - a. Patios and balconies are to be kept neat and orderly at all times.
 - b. Do not hang bathing suits, brooms, mops, rugs, plants, etc. on the patio or balcony.
 - c. The installation of sunshades, blinds or hanging fabrics is not allowed.
 - d. No storage of any personal property or trash containers is allowed.
 - e. Plants must be free-standing and have saucers underneath them. Hanging plants are not permitted.
 - f. No bikes and/or motorcycles are allowed to be kept on any patios or balconies at any time. Unapproved bike hooks are not permitted and will be removed.
 - g. Only furniture designed for outdoor use is permitted.
9. **Trash Removal:** Containers are located at various places throughout the Community. Residents shall secure trash and place it in a designated container. Residents shall not place trash on the ground, in dumpsters full and should proceed to the next closest container to dispose of the trash. Resident shall not place large articles, such as furniture, for trash removal and Resident shall make alternate arrangements with a private disposal service to pick up such item at Resident's expense. Boxes should be broken down before disposal. Resident shall not dispose of hazardous materials in any container or other location at the Community. Resident shall properly dispose of refuse in compliance with applicable laws. Resident may be charged a fee for not following these guidelines.

Do not store trash on porches, balconies or in the hallways unless it is in an approved container provided by the Community and is served regularly by the Community or a third party vendor.
10. **Recycling:** Resident agrees to comply with a present and future laws, orders and regulations of a state, federal, municipal and local governments regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash.
11. **Barbeques:** The use or storage of any charcoal burner, liquid petroleum, gas fueled or any other open flame cooking devices are prohibited in Resident's Unit or on the patio/balcony.
12. **Loitering:** No unnecessary loitering in laundry facilities, leasing office, amenity areas or parking lots.
13. **Recreational Equipment:** No recreational equipment (i.e. skateboards, motorcycles, bicycles, etc.) may be stored on the property in corridors, hallways, patios, or similar unless the areas designated for such types of items (i.e. bike storage facility, etc.). Skateboards, rollerblades, or similar recreational equipment usage on premises is prohibited.
14. **Posting Flyers:** Resident is not authorized to distribute advertising, information or any other type of flyer, door-to-door, on cars, anywhere else in the building or throughout the Community. Landlord may designate a place for such items to be displayed and remove items that are not in keeping with the nature of the Community, as determined by Landlord.
15. **Guest Parking Permits:** Resident understands that Resident will be issued zero (0) parking permits for guests and replacement permits will be \$0.00 each. Each permit is required to be clearly visible at all times through the front windshield of the vehicle, and it is the sole responsibility of the Resident to check regularly that each permit is secured on the appropriate vehicle and visible. Failure to properly display parking permits may result in the vehicle towed at Resident's own expense.
16. **Solicitors and Salespeople:** Solicitors are not allowed in the Community. Residents shall report all solicitors or salespeople to the Landlord immediately.
17. **Car Wash and Repair:** Vehicle repairs, including oil changes, and washing of vehicles are prohibited unless there is a designated area provided by Landlord.
18. **Moving of Furniture:** Landlord may designate the time and method for moving items to and from the Unit such as any furniture, merchandise, goods, freight or other such items. Residents may not move furniture to and from the Unit through the lobby, patio doors, or through the use of elevators (if available) without Landlord's permission. If elevators are installed at the Community, Landlord does not guarantee that the elevators will be available for use by Resident nor shall Landlord be liable for any loss resulting from the unavailability of elevator service.




initials




19. **Parking:** Resident shall report in writing to Landlord any changes to the make, model and license plate number of every vehicle authorized to park at the Community. Commercial vehicles, boats and recreational vehicles are not authorized to park on the Premises unless Landlord has a designated location.
20. **Notification of Changes:** Resident shall notify Landlord immediately in writing with any change to Resident's employer, employer telephone number, alternate phone numbers, emergency contact and other pertinent information.

Resident(s) acknowledges to have read this Addendum and understands the terms and conditions contained herein.

 **Signed by Joseph N. Prencipe**
Fri Aug 17 02:18:38 AM PDT 2018
Key: 55741031; IP Address: 189.221.43.215

Joseph N. Prencipe (Resident) Date

 **Signed by Anna Afanasyeva**
Fri Aug 17 02:17:45 AM PDT 2018
Key: F32041B2; IP Address: 189.221.43.215

Anna Afanasyeva (Resident) Date

(Agent for Owner) Date



initials




PARKING SPACE ADDENDUM

This document is an addendum to the Lease Agreement dated **August 20, 2018** between **Joseph N. Prencipe and Anna Afanasyeva** and **PR SM Biella, LLC** for the **Unit # 506** located at **1411 7th Street, Santa Monica, CA 90401**.


PARKING SPACE # P1-39 P1-40		PARKING PERMIT #		PARKING SPACE FEE (MONTHLY)	
VEHICLE INFORMATION					
YEAR	MAKE	MODEL	COLOR	PLATE #	STATE

1. The Parking Space shall be used only for parking the vehicle registered above with the Landlord and must have current registration tags and license plate properly displayed. The vehicles must be kept clean and in operable condition at all times.
2. Living at Santa Monica has contracted Parking Network Solutions, Inc. (PNS), a third-party source to enforce parking in the Living at Santa Monica garages. They provide 24 hour / 7 day a week enforcement for all registered residents to ensure that the rules and regulations of the community are being followed and most importantly, that there is enough parking for current and future residents.
3. All residents are required to register vehicles by logging on to www.parkingnetworksolutions.com, clicking on "Registration" and completing all required fields. Please be advised that there is a first-time registration fee of **\$50.00** per vehicle/space registered and a **\$25.00** charge for each subsequent vehicle change.
4. The Parking Space shall not be used to store equipment, personal items, containers, vehicle parts, flammable or toxic chemicals and/or waste.
5. Landlord shall not be liable, nor shall Resident make any claim against Landlord, for any loss, injury or damage to the person or property of Resident or guest occurring in or about the Parking Space or area from any cause whatsoever.
6. Landlord reserves the right to enter the Garage at any time without notice in the event of an emergency, or for the purpose of making repairs to the building in which the Garage is located.
7. This addendum may be terminated by either **thirty (30)** days prior written notice at the end of any month, after the minimum term stated above. Resident shall return any parking permits, remotes, garage door openers and/or keys to Landlord.
8. Any vehicle and belongings which remain in the Parking Space after termination of this Addendum will be deemed abandoned and will be subject to any costs associated with such removal of items and vehicle will be towed at Resident expense.
9. Resident agrees to pay any cost associated with removing any vehicle in violation of the parking guidelines or left in the Parking Space after termination, the cost of any damage to the Parking Space and the cost of replacing any parking permits, remotes, garage door openers and/or keys not returned at the time of termination.
10. Failure to comply with the provisions of this Addendum will be considered a material violation of the Lease Agreement and may result in Resident's eviction.
11. Resident(s) acknowledges that Resident's vehicle may be booted and/or towed if Resident is in violation of the provisions of this Addendum. Resident shall be liable for any and all costs, charges or damages arising from such violation, including without limitation towing and/or booting charges and attorney's fees.

Resident(s) acknowledges to have read this Addendum and understands the terms and conditions contained herein.

 **Signed by Joseph N. Prencipe**
Fri Aug 17 02:22:23 AM PDT 2018
Key: 55741031; IP Address: 189.221.43.215

Joseph N Prencipe (Resident) Date

 **Signed by Anna Afanasyeva**
Fri Aug 17 02:17:56 AM PDT 2018
Key: F32041B2; IP Address: 189.221.43.215

Anna Afanasyeva (Resident) Date

(Agent for Owner) Date



initials



PEST, INSECT AND BED BUG ADDENDUM

This document is an addendum to the Lease Agreement dated **August 20, 2018** between **Joseph N. Prencipe and Anna Afanasyeva** and **PR SM Biella, LLC** for the Unit **#506** located at **1411 7th Street, Santa Monica, CA 90401**.

1. Background: The best strategy for effective pest control is prevention. The following are recommended steps in the prevention of infestations by insects, including bed bugs: (1) Clean Unit regularly, including vacuuming mattresses. (2) Clean up clutter to help reduce the number of places insects like bed bugs can hide. (3) Carefully and thoroughly inspect used furniture or clothes you acquire and bring into the Unit. Ask the person from whom you acquire the items if the items were checked and treated for bed bugs. (4) Do not bring discarded furniture, mattresses or clothing into the Unit. (5) When traveling or staying in hotels, avoid places which do not appear to be cleaned regularly.
2. Useful Information about Bed Bugs: In recent times, bed bugs have become a re-emerging problem nationwide. One reason for these increasing problems is that it is easy for persons to spread the problem unknowingly. Bed bugs readily hide in small crevices and are notorious hitch-hikers. Bed bugs are often transferred by purchasing used furniture and through travel luggage and in hotel beds and linens.
3. The following description and general information on bedbugs should assist Resident(s) in identifying the potential presence of bed bugs:
 - Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
 - An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.
 - Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all. Common signs and symptoms of a possible bed bug infestation include, but are not limited to, small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls; molted bed bug skins, white, sticky eggs, or empty eggshells; very heavily infested areas may have a characteristically sweet odor; red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. Some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
 - For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
4. Agreement: Resident acknowledges that they pay an important role in helping to maintain the Premises, since they are in the best position to observe and maintain the Unit. Resident agrees that if they observe a pest problem or infestation, they will report it to Landlord immediately via telephone or in writing. Resident agrees not to treat the Unit with their own pesticides without the written authorization of Landlord. Upon notification of a problem or concern involving pests, the Unit will be inspected to confirm it and to develop a pest elimination and control plan.
5. If the Unit or a nearby Unit is infested with pests, including bed bugs, a pest control professional may be called in to apply pesticides. Any treatment will be more effective if the Unit is properly prepared beforehand. Resident agrees to follow the recommended readiness procedures, including allowing full access for treatment. Resident agrees that the choice of exterminator is exclusively that of Landlord. Resident agrees to be responsible for:
 - The cost associated with treating bed bugs in the Unit.
 - Any damages caused to the Unit or to any of Resident's personal property (i.e. furniture, clothing, personal belongings, etc.) by bed bugs.
 - Any damage caused by an uncontrolled pest problem spreading to a neighboring Unit.
6. Resident agrees to fully release Landlord from any and all liability for claims and damages caused by a problem with pests, including bed bugs.
7. By the signature(s) below, Resident advises Landlord that they have inspected the Unit prior to move-in and that, during the course of the inspection, did not observe any live pests, insects, or bed bugs or any evidence of a pest infestation of any type in the Unit.
8. Resident agrees if Landlord finds the presence, or an infestation, of any pests, including bed bugs, in the Unit after Resident vacates, Resident may be responsible for the cost of cleaning and pest control treatments to eradicate the pests.
9. Resident agrees that a failure to cooperate with Landlord in the inspection or treatment of the Unit for pests, insects or bed bugs, in Landlord's sole discretion, will be a default under the Lease, for which Landlord may seek to enforce remedies contained in the Lease for




initials



Resident's default.


10. In the event it is determined that a treatment of the Unit for any pests, including bed bugs, is necessary, Resident agrees to coordinate the cleaning and/or disposal of the residential property (i.e. furniture, clothing, personal belongings, etc.) with the treatment being performed in the Unit, so as to protect against a re-infestation of any pests, including bed bugs.
11. Resident advises Landlord that they are not aware that bed bugs were present in the last residence and that if bed bugs were present in any of the furniture, clothing and personal property they have been eradicated. Resident agrees that the representation to Landlord of the lack of awareness of bed bugs being present in the prior residence or in the residential property is a material inducement to Landlord leasing the Unit described in the Lease to them.

Resident(s) acknowledge to have read this Addendum and understands the terms and conditions contained herein.

**Signed by Joseph N. Prencipe**
Fri Aug 17 02:19:01 AM PDT 2018
Key: 55741031; IP Address: 189.221.43.215

Joseph N Prencipe (Resident)

Date

**Signed by Anna Afanasyeva**
Fri Aug 17 02:18:16 AM PDT 2018
Key: F32041B2; IP Address: 189.221.43.215

Anna Afanasyeva (Resident)

Date

(Agent for Owner)

Date

SMOKE-FREE ADDENDUM

This document is an addendum to the Lease Contract dated **August 20, 2018** between **Joseph N. Prencipe and Anna Afanasyeva** and **PR SM Biella, LLC** for the **Unit # 506** located at **1411 7th Street, Santa Monica, CA 90401**.

1. Resident agrees and acknowledges that the Community has been designated as a smoke-free living environment.
2. Resident acknowledges that certain units and/or buildings at the Community are transitioning to smoke-free. Resident's Unit # **506** is currently designated **non-smoking**.
3. For the purpose of this Addendum, "Smoking" means inhaling, exhaling, breathing, or carrying any cigarette, cigarette, pipe, chewing tobacco or other tobacco product or similar lighted product in any manner or in any form. Resident, other occupants and Resident's guests shall not smoke anywhere in the Community.
4. The no-smoking prohibition at the Community includes all areas outside of Resident's Unit, including but not limited to, all areas in or around the building where Resident's Unit is located, the patio or balcony, or in any of the common areas or adjoining grounds of such building or other parts of the Community. Likewise, nor shall Resident permit any occupants, guests or visitors to smoke in the Community in any prohibited manner. Resident understands that this is the responsibility to inform occupants, guests or visitors of the no-smoking policy and to monitor the actions of the occupants, guests or visitors to ensure compliance.
5. Landlord may at its sole discretion post no-smoking signs throughout the Community. The exclusion of a no-smoking sign in an area of the Community does not mean that smoking is permitted in the area.
6. A breach of this Addendum shall be considered a material breach of the Lease and grounds for termination of the Resident's right to possession of Resident's Unit.
7. Resident acknowledges that the Community's move to a smoke-free Community, does not in any way make Landlord the guarantor of Resident's health or of the smoke-free condition of Resident's Unit and the common areas. Resident understands that the health and safety is the responsibility. Resident further acknowledges that the Community's designation as a smoke-free Community does not in any manner change the standard of care that the Landlord or its managing agent would have towards Resident. Landlord specifically disclaims any implied or express warranties that the building, common areas, or premises will have any higher or improved air quality standards than any smoke-permitted Community. Landlord cannot and does not warranty or promise that the Community will be free from secondhand smoke. Resident acknowledges that Landlord's ability to monitor or enforce the content of this Addendum is dependent on significant part on voluntary compliance by Resident, other occupants and Resident's guests. Residents with respiratory ailments, allergies, or any other physical or mental conditions related to exposure to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other Landlord obligation under the Lease. Resident understands that current residents residing in the complex under a prior lease will not be immediately subject to the no-smoking policy.
8. Resident hereby expressly agrees to indemnify, save, protect, defend and hold harmless Landlord from and against any and all claims, damages, suits, losses, payments and expenses, including reasonable attorneys' fees for any damages, allegations, claims, and/or demands relating to, caused by, or arising from a violation of the smoke-free policy by Resident, other occupants or Resident's guests.
9. The parties hereto represent and acknowledge that in executing this Agreement they do not rely upon and have not relied upon any representation made by the other party with regard to the subject matter of this Agreement, or its effects, other than those representations specifically set forth herein. Each party to this Agreement agrees, represents, and warrants that in executing this document it does so with full knowledge of the rights it may have in respect to the other parties to this Agreement, and that it has received, or had the opportunity to receive, independent legal advice as to these rights and the consequences of this Agreement.

Resident(s) acknowledge(s) to have read this Addendum and understands the terms and conditions contained herein.



Signed by Joseph N. Prencipe

Fri Aug 17 02:19:19 AM PDT 2018

Key: 55741031; IP Address: 189.221.43.215

Joseph N. Prencipe (Resident)

Date



Signed by Anna Afanasyeva

Fri Aug 17 02:18:28 AM PDT 2018

Key: F32041B2; IP Address: 189.221.43.215

Anna Afanasyeva (Resident)

Date

(Agent for Owner)

Date



initials



UTILITY ADDENDUM

UTILITY/ SERVICE	UTILITY'S CUSTOMER OF RECORD	CHARGED TO RESIDENT?	CALCULATION METHOD FOR CHARGES TO RESIDENT	COMMON AREAS
Water	<input checked="" type="checkbox"/> Landlord	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Sub metering Formula method <u>Utility rates</u>	<input checked="" type="checkbox"/> Are separately metered and are not charged to Resident
Sewer	<input checked="" type="checkbox"/> Landlord	<input checked="" type="checkbox"/> Yes	Formula method <u>Utility Rates</u> <input checked="" type="checkbox"/> Sub metering Formula method <u>Utility Rates</u>	<input checked="" type="checkbox"/> Are separately metered and are not charged to Resident
Trash	<input checked="" type="checkbox"/> Landlord	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> RUBS Formula Formula method <u>Based on Occupant Multiplier</u>	<input checked="" type="checkbox"/> Resident will pay a pro rata share of the utilities consumed in common areas
Gas	<input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Direct billing from utility	<input checked="" type="checkbox"/> Are separately metered and are not charged to Resident
Common Area Gas and Electric	<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/> Yes <input type="checkbox"/> No		n/a
Electricity	<input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Direct billing from utility	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered and a deduction of _____ % for estimated common area charges is made before calculating Resident's bill
Hot Water Energy	<input checked="" type="checkbox"/> Landlord	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> RUBS Formula Formula method <u>50% Sq. Footage and 50% Occupancy</u>	<input checked="" type="checkbox"/> Are not separately metered and a deduction of 10% for estimated common area charges is made before calculating Resident's bill
Pest	<input checked="" type="checkbox"/> Landlord	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Flat fee of \$1.00 per month	n/a

This document is an addendum to the Lease Agreement dated **August 20, 2018** between **Joseph N. Principe and Anna Afanasyeva** and **PR SM Biella, LLC** for the Unit # **506** located at **1411 7th Street, Santa Monica, CA 90401**.

1. Resident Not the Direct Customer of Record. The following provisions apply to utilities/services which are the Resident's responsibility, but of which Landlord is the utility/service customer of record.

Sub-metered Utilities. Bills based on sub-meter readings will determine the beginning and ending meter readings (if available). Resident agrees to allow Landlord, or a billing service provider designated by Landlord, access to Resident's Premises in order to install, repair, remove or read sub-meters. Residents bills will be calculated based on the consumption (or estimation thereof) in the Premises and one of the following methods:

- Utility Rates: Rates will be based on the occupancy rates charged to the Landlord and according to relevant laws.
- Part a Allocation/Average Rates: Rates will be calculated by dividing the Landlord's water (and sewer) bills by the consumption contained on those bills.
- Full Allocation: Rates will be calculated by dividing the Landlord's water (and sewer) bills by the total consumption of tenants. Resident understands that common area costs will be charged to Resident under this billing method.
- Part a Capture Allocation: The submeter in Resident's unit will only measure a portion of the water used by Resident. Rates will be calculated by dividing the Landlord's water (and sewer) bills by the total consumption of tenants. Resident understands that common area costs will be charged to Resident under this billing method.

Unless otherwise set forth above, Landlord may use any of the methods stated above.

RUBS Formula Billing Used. If formula billing is used, the specific formula used is indicated above. Details about Formulas are below.

- Square footage: For any Square Footage formula, Resident's share is calculated by comparing the approximate square footage of Resident's Unit as compared to the total square footage of all Units within the Community.
- Occupants: Resident's share using an Occupant formula is calculated by comparing the number of occupants residing in Resident's Unit as compared to all occupants in all Units in the Community as of the first day of the month. Resident represents that all occupants that will reside in Resident's Unit are identified in the Lease. Resident agrees to immediately notify Landlord of any change in the number of Occupants.
- Per Unit: Dividing the bill equally among all occupied (or total Landlord's so designated) Units at the Community.
- Flat: Standard amount charged each month.

2. Water, Sewer, Trash, Gas, Hot Water Energy, Pest, Common Area Gas and Electric Charges. If either sub-metering or formula methods are used to calculate Resident's share for water, sewer, trash, gas, hot water energy, pest, common area gas and electric, all related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but are not limited to) related charges contained on tax bills, and all charges contained on the local water provider's bills to Landlord. Landlord and Resident agree that this impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident (and/or in the common areas), but that the methods used to determine Resident's share described above are reasonably accurate estimates. Trash costs to be charged to Resident may include actual trash invoices, costs on tax bills, Landlord's internal costs related to trash disposal, trash management costs, trash auditing costs, porter service, janitor service, and recycling charges.

The above is only a general overview of the laws regarding submeters. The complete law can be found at Chapter 2.5 (commencing with Section 19.54.201) of Title 5 of Part 4 of Division 3 of the Civil Code, available online or at most libraries.

3. Utility Billing Service. Landlord currently uses the services of **Conservice, Resident Services, P.O. Box 4718, Logan, Utah, 84323-4718** ("Utility Billing Company") to bill for utilities. Landlord reserves the right to change utility billing service providers at any time. If Landlord changes the utility billing service during Resident's tenancy, Resident will be given notice by Landlord. The Utility Billing Company is not the utility provider. Resident Questions and Concerns Regarding Utility Bills may be addressed to **Conservice, Resident Services, (866) 947-7379**.



4. **Utility Billing Statements.** Resident will receive monthly billing statements. All amounts due to Landlord are payable to **PR SM Biella, LLC**. Failure of the Resident to pay the utility charges by the due date will be considered a material breach of the Lease and grounds for termination. All monetary amounts due under this Utility Addendum are deemed additional rent. Utility bills will be prorated as necessary.
 5. **Payment from Security Deposit.** Any obligation that remains unpaid, including utility charges that have accrued but have not been invoiced when Landlord reacquires possession of the Unit, may be deducted from the Resident's security deposit. If actual amounts have not been determined before Landlord provides Resident with an accounting of Resident's security deposit, Landlord may estimate the amount based on prior consumption or unit actual numbers become available.
 6. **Utility Payment.** Resident must make payment in full to Landlord or the Utility Billing Company for the utility charges prior to the due date stated on each bill.
 - Landlord and Resident agree that the actual cost to Landlord and/or Utility Billing Company when Resident fails to pay the utility bill on time is difficult or impossible to ascertain, but the parties agree that Landlord and/or Utility Billing Company does, in the event of a late payment, incur certain costs, such as additional bookkeeping and administrative charges, additional charges from the billing provider, costs in printing and mailing late notices, lost opportunity costs of the payment, etc. Accordingly, Landlord and Resident agree that if the payment is received after the enumerated due date then:
 - a. A late fee of **\$0.00** will be added after the first offense and **\$0.00** after subsequent offenses. Late fees will be applied _____ days after the bill is mailed.
 - Resident's billing statement will include a monthly service charge of up to **\$4.75**. A new account set up charge of **\$0.00** and a final fee of **\$0.00** will also be applied to Resident's bill. The service charge represents the reasonable value of services provided by Landlord or the utility billing company to allocate the utility costs to the responsible parties, provides billing to Resident, and process payments. The monthly service charge is subject to change upon **sixty (60) days** written notice of increase. Resident agrees to pay any fees charged by a collection agency to Landlord to collect amounts due from Resident.
 7. **No Waiver.** Landlord's waiver of any covenant of this Utility Addendum, or the Lease will not constitute a waiver of any other breach. Landlord's acceptance of rent or any other payment with knowledge of Resident's failure to pay utility charges does not waive Landlord's right to enforce any provision of this Utility Addendum or the Lease. No waiver will exist unless made in writing and signed by both Resident and Landlord.
 8. **Estimation.** Landlord may estimate Resident's consumption if Resident's sub-meter is broken or does not transmit a Meter reading or if Landlord has not received bills from utility providers in time to prepare Resident's invoices.

Resident agrees that it is reasonable to estimate charges for sub-metered utilities in these circumstances, so long as Resident is reimbursed for any excess charges if the actual utility bills ultimately show that Resident's usage or share was less than the amount of the "estimated" bill paid by Resident. Estimated charges will be based upon either the average or median bill for water in similar situated dwelling units at the property over a three-month period (limited to the past six-months), or based upon the average indoor water use of a family of four that uses approximately 200 gallons per day.
 9. In order to allow my community to track our whoe building utility data, which may be used to determine what upgrades can be done to reduce utility expenses in each unit, I hereby grant authority for **PR SM Biella, LLC**, the owner of **PR SM Biella, LLC** to obtain the usage and utility data for my utility accounts during my tenancy at this location for the sole purpose of benchmarking through the Energy Star® Portfolio Manager system. In order to do this, I agree to grant my Landlord the right to sign my account up to electronic delivery receive utility data, where necessary, and to receive my account details as necessary to accomplish such benchmarking. Where available, such data shall be collected in aggregate so that no unit information is available, and no unit information will be distributed except as required by law, nor used for any market research purposes.
- Therefore, I hereby authorize any utility provider serving my apartment unit, located at **1411 7th Street #506, Santa Monica, CA 90401** to provide such utility data and history about the accounts tied to my apartment unit upon request through the term of this lease, and including up to the 24 months prior to the signing of this agreement.

Resident(s) acknowledges to have read this Addendum and understands the terms and conditions contained herein.



Signed by Joseph N. Precipe

Fri Aug 17 02:19:38 AM PDT 2018

Key: 55741031; IP Address: 189.221.43.215

Joseph N Precipe (Resident)

Date



Signed by Anna Afanasyeva

Fri Aug 17 02:18:53 AM PDT 2018

Key: F32041B2; IP Address: 189.221.43.215

Anna Afanasyeva (Resident)

Date

(Agent for Owner)

Date



initials



State law requires that you be given the following information:
CAUTION—PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Operators are licensed and regulated by the Structural Pest Control Board and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation. Registration is granted when the state finds that based on existing scientific evidence, there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

WECO'S LIST OF APPROVED PRODUCTS 1/2016

Restricted Labeled Product.

INSECTICIDES		INSECT BAITS		RODENTICIDES	
Arilon Insecticide	225	Alpine Pressurized Fly Bait	308		
Bedlam Plus	281	Advance 375A	241	DeTour For Rodents	976
Borid	2	Advance G Carpenter Ant Bait	138	FirstStrike Soft Bait	208
CB 80	120	Advion Cockroach Arena	256	Fumitoxin Tablets	78
Cimexa	282	Advion Cockroach Gel Bait	193	Ground Squirrel Bait by Wilco Ag	286
Cy-Kick CS	137	Advion Insect Granule limit 4.6 lbs/1000sf/yr	201	Liqua-Tox II	66
Cy-Kick Crack & Crevice	155	InTice Thiquid Ant Bait	252	Maki Mini-Block	22
Delta Dust (AZ & NV only)	109	End Zone	292	No Tox	293
Demand CS	113	Magnetic Roach Bait	300	Omega Gopher Bait	272
Nibor-D	149	Maxforce FC Roach Bait Station -small	118	Rozol Blue Tracking Powder	298
Eco PCO AR X aerosol, residual	182	Maxforce FC Magnum roach gel	194	Talpirid	172
Eco Via EC	995	Maxforce G Fly Bait	162	Terad3 Blox	216
Essentria G	983	Maxforce Fly Spot Bait	186		
EverGreen Pyrethrum Conc	253	Maxforce Quantum	233		
EverGreen Pyrethrum Dust	255	Niban-FG Fine G Bait	140		
ExciteR	204	Niban Granular Bait	101		
Gentrol IGR Concentrate	63	Optigard Ant Gel Bait	213		
Gentrol Point Source	92	Terro PCO	154		
Harmonix Insect Spray	284	Zyrox Fly Bait	309		
Nyguard Plus Flea & Tick	295			WDO	
Nyguard IGR Concentrate	206	Allure MD	288	Altriset	237
Phantom	166	Avitrol Whole Corn	103	Cimexa	282
Phantom Pressurized	238	Bird B Gone Products (Sand color not-no sun)		Cy Kick C/C	155
Premise 2	181	Epoleon NnZ		Recruit IV	170
PT 565 Plus XLO	43	No Foam B	176	Recruit IV AG	171
Onslaught Fast Cap	276	PignX	211	Recruit HD	230
Steri-fab	296	Sluggo (Leaf Life)	157	Premise 75 Insecticide	104
Suspend SC	75	Sniper	723	Premise Foam	169
Suspend Polyzone	264			Termidor HE	270
Talstar Pro	187	Probac Products		Termidor SC	144
Tempo SC Ultra (lawns 6 x yr)	153	5 gallon formulation	968	Termidor Dry	269
Tempo Ultra WP (lawns 6 x yr)	161	Cont Release Cartridge	971	Tim-bor	58
Temprid (WECO-Bed Bugs)	228	Fast Flow	992		
Termidor SC	144	Micro Drip Dispenser	956		
Transport GHP (WECO-Bed Bugs)	229	Micro Tab	993		
ULD BP 100 Contact Insecticide II	294	Micro Mini Tab	994		
ULD BP 300 Contact Insecticide II	299	Quick Clean Foam	972		
Wasp Freeze II	310	Quick Clean	973	WEED CONTROL	
		Trap Formulation	975	Esplanade EZ	722
		In Vade Bio Foam	917	Dimension 2EW	714
		In Vite Fruit Fly Trap	915	Razor Pro	721

DO NOT USE ANY PRODUCT UNLESS YOU HAVE BEEN TRAINED ON THE PRODUCT'S LABEL AND MSDS.
DOCUMENT THE TRAINING ON FORM 415P/415T

CALIFORNIA DPR WEB SITE FOR INFO ON IPM IN SCHOOLS <http://www.cdpr.ca.gov/>

Updated 12/22/15



initials



EXEMPT PRODUCTS

- ❖ Exempt from registration
- ❖ Part of FIFRA (25B) passed to encourage use of “non-toxic” pesticides
- ❖ Do not need to report on School Usage Reports
- ❖ Do not need to post (CA) public schools or Child Care Facilities
- ❖ Still need to report on Service Slip/Pest Pac/Sanitation Report

CALIFORNIA DPR WEB SITE FOR INFO ON IPM IN SCHOOLS

<http://www.cdpr.ca.gov/>

INSECTICIDES		OTHER		OTHER	
Essentria G	983	No Tox	293		
Eco Via EC	995	DeTour for Rodents	976		

- DO NOT USE ANY PRODUCT UNLESS YOU HAVE BEEN TRAINED ON THE PRODUCT'S LABEL AND MSDS. DOCUMENT THE TRAINING ON FORM 415P OR 415T

PRODUCTS THAT CAN BE USED IN/AROUND ACCOUNTS SET UP FOR ORGANIC PEST CONTROL

Products on USDA's National Organic Program (NOP) list of ingredients, products on the Organic Materials Review Institute's (OMRI) list, or products produced “NOP compliant”---

INSECTICIDES		INSECTICIDES		OTHER	
BorActin	205	EverGreen Pyrethrum Conc*	253	No Tox	293
Borid	2	Evergreen Pyrethrum Dust*	255	DeTour for Rodents	976
Eco PCO AR X Aerosol, residual	182	In Tice Thiquid Ant Bait	252	Pheromones	
Eco PCO WP X	180	Magnetic Roach Bait	300	Pignx	211
ECO Via EC	995	Niban FG*	140	Sluggo	157
Essentria G	984	Niban Granular Bait*	101	Terad3 Blox	216
		Terro PCO	154		

* OMRI Listed

- DO NOT USE ANY PRODUCT UNLESS YOU HAVE BEEN TRAINED ON THE PRODUCT'S LABEL AND MSDS. DOCUMENT THE TRAINING ON FORM 415P OR 415T

Updated 12/22/15



initials



MOVE-IN/MOVE-OUT INSPECTION FORM

Resident Name(s) Joseph N. Prencipe and Anna Afanasyeva	Move-In Inspection Date	Move-In Inspection By	Move-In Date August 20, 2018
Apartment Address 1411 7th Street #506 Santa Monica CA 90401	Move-Out Inspection Date	Move-Out Inspection By	Move-Out Date

The condition of this Unit is clean, free of any visible pest, undamaged, in good working order and adequate for customary use unless otherwise noted hereon.
Use condition codes and comments to describe exceptions and mark NA for items not applicable.

CONDITION CODES: • **EXC** Excellent • **FR** Fair • **PR** Poor • **NCL** Needs cleaning • **REP** Replace • **PE** Pest • **NR** Needs repair
• **PT** Needs painting • **SCR** Scratched • **CLN** Clean • **NEW** New

	MOVE IN INSPECT ON		PRE MOVE OUT INSPECT ON		MOVEOUT INSPECT ON	
	CODE	COMMENT	CODE	COMMENT	CODE	COMMENT
KITCHEN						
Walls/Ceiling						
Floor						
Hood/Filter/Vent						
Counter Top						
Sink/Disposal						
Cabinets/Drawers						
Shelves						
Windows/Screens						
Window Treatment						
Light Fixtures						
Refrigerator						
Dishwasher						
Stove/Oven						
Microwave						
Other						
DINING ROOM	CODE	COMMENT	CODE	COMMENT	CODE	COMMENT
Walls/Ceiling						
Floor						
Window Treatment						
Closet/Doors						
Window/Screen						
Fixtures/Fan						
Other						
LIVING ROOM	CODE	COMMENT	CODE	COMMENT	CODE	COMMENT
Walls/Ceiling						
Floor						
Window Treatment						
Closet/Doors						
Window/Screen						
Fixtures/Fan						
Fireplace						
Other						
BATHROOM (ONE)	CODE	COMMENT	CODE	COMMENT	CODE	COMMENT
Walls/Ceiling						
Floor						
Cabinets/Drawers						
Door						
Mirror						
Tub/Shower						
Sink/Faucet						
Countertop						
Toilet						
Towel Rack						
Fixtures/Exhaust Fan						
Other						
BATHROOM (TWO)	CODE	COMMENT	CODE	COMMENT	CODE	COMMENT
Walls/Ceiling						
Floor						
Cabinets/Drawers						
Door						
Mirror						
Tub/Shower						
Sink/Faucet						
Countertop						
Toilet						
Towel Rack						
Fixtures/Exhaust Fan						
Other						

BEDROOM (ONE)	CODE	COMMENT	CODE	COMMENT	CODE	COMMENT
Walls/Ceiling						
Floor						
Closet/Doors						
Windows/Screen						
Window Treatment						
Fixtures/Fan						
Other						
BEDROOM (TWO)	CODE	COMMENT	CODE	COMMENT	CODE	COMMENT
Walls/Ceiling						
Floor						
Closet/Doors						
Windows/Screen						
Window Treatment						
Fixtures/Fan						
Other						
BEDROOM (THREE)	CODE	COMMENT	CODE	COMMENT	CODE	COMMENT
Walls/Ceiling						
Floor						
Closet/Doors						
Windows/Screen						
Window Treatment						
Fixtures/Fan						
Other						
ADDITIONAL ROOM	CODE	COMMENT	CODE	COMMENT	CODE	COMMENT
Walls/Ceiling						
Floor						
Closet/Doors						
Window/Screen						
Window Treatment						
Fixtures/Fan						
Other						
ENTRY/PATIO/ BALCONY	CODE	COMMENT	CODE	COMMENT	CODE	COMMENT
Walls/Ceiling						
Doors						
Window/Screen						
Window Treatment						
Fixtures/Fan						
Other						
GARAGE/CARPORT	CODE	COMMENT	CODE	COMMENT	CODE	COMMENT
Remote/Opener						
Other						
MECHANICAL	CODE	COMMENT	CODE	COMMENT	CODE	COMMENT
Air Conditioner						
Smoke Detector						
Locks						
Other						

ACCESS DEVICES	Move n Count	Move Out Count	Any security deposit shall be held by the Landlord for Resident who is party to the Lease. The claim of a Resident to the security deposit shall be prior to the claim of any creditor for the Landlord (Civil Code Section 1950.5(d)) .
Door			<p>From the time of the Pre Move Out nspection until the termination of the tenancy the Resident may remedy the deficiencies identified in a manner consistent with the rights and obligations of the parties under the Lease in order to avoid deductions from the security deposit</p> <p>The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of tenancy or that were not identified during the time of the Pre Move Out nspection and for damages to the Unit/Community. A final itemized statement will be provided to Resident</p>
Common Area			
Mailbox			
Fob			
Amenity			
Other			

Move-In Inspection:

 (Resident) Date

 (Resident) Date

 (Agent for Owner) Date

Pre Move-Out Inspection:**Move-Out Inspection**

 (Resident) Date

 (Resident) Date

 (Resident) Date

 (Resident) Date

 (Agent for Owner) Date

 (Agent for Owner) Date

RESIDENT COMMUNICATION LOG

DATE:	APARTMENT #: 506	COMMUNITY: PR SM B e a, LLC	ASSOCIATE'S NAME:	
RESIDENT'S NAME: Joseph N. Prenc pe		CONTACT NUMBER: (310) 728-9994	ALTERNATE NUMBER:	RESIDENT'S EMAIL: jnprenc pe@gma .com
RESIDENT'S NAME: Anna Afanasyeva		CONTACT NUMBER: (310) 728-9994	ALTERNATE NUMBER:	RESIDENT'S EMAIL: anna afanasyeva@bk.ru

A new Resident Conversation Log is to be completed with each new conversation. Fill in the Resident's file.

EXHIBIT 3

McLEAR LTD.

CONSULTANCY AGREEMENT

This consultancy agreement (***Agreement***) is executed as of 1 January 2017 (***Effective Date***) by McLear Ltd., a limited company registered in the United Kingdom (***Company***) and Joseph Principe, a resident of the United States of America (***Consultant***).

RECITALS

A. Company desires to compensate Consultant for Consultant's personal services as a consultant of Company; and

B. Consultant wishes to be contracted by Company and provide personal services to Company in return for compensation.

The parties agree to the following:

1. CONSULTANCY

1.1 Contracting. Company hereby contracts Consultant and Consultant hereby accepts such consultancy.

1.2 Term. The term of consultancy commenced on 1 January 2017 and shall continue until the Agreement is terminated pursuant to Article 6 (the ***Term***).

1.3 Position. Company has already provided Consultant the title of Chief Executive Officer of McLear Ltd.

1.4 Duties. Consultant shall perform the tasks as identified by Company.

1.5 Policies. The relationship between the parties shall also be governed by the employment policies and practices of Company relevant to contractors, which may be implemented and amended from time to time, including those relating to protection of confidential information and assignment of inventions, and the terms of the employment policies shall be and hereby are incorporated herein. When the terms of the Agreement differ from the Company's employment policies or practices, the Agreement shall control.

1.6 Independent contractor status. You shall be an independent contractor and nothing in this agreement shall render you an employee, worker, agent, or partner of Company and you shall not hold yourself out as such

2. COMPENSATION

2.1 Salary. Company shall pay Consultant for Consultant's services a yearly salary of USD120k beginning on 1 January 2017 and payable no less frequently than monthly in accordance with Company's standard payroll practices.

2.2 Invoicing. Consultant shall submit invoices to the Company on a bi-weekly or monthly basis setting out the hours that Consultant has worked for Company during the preceding two-week period or month and any VAT payable. Company shall pay such invoices within 5 business days of receipt.

2.3 Standard Company benefits. Consultant shall be entitled to all rights and benefits for which Consultant is eligible under the terms and conditions of the standard Company benefits as are generally provided to contractors of Company and compensation practices which may be in effect from time to time and provided by Company to its contractors generally.

2.4 Expense reimbursement. Company shall reimburse Consultant promptly for reasonable business expenses incurred in accordance with Company's standard reimbursement policy, as amended from time to time.

3. PROPRIETARY INFORMATION AND INVENTIONS OBLIGATIONS

Consultant shall execute and satisfy the obligations of the Confidentiality and Inventions Assignment Agreement to be provided to Consultant by Company.

4. OUTSIDE ACTIVITIES

4.1 Conflicting interests. Except as permitted by Article 4.2, while contracted by Company, Consultant agrees not to acquire, assume or participate in, directly or indirectly, any position, investment or interest known by him to be adverse or antagonistic to Company, its business or prospects, financial or otherwise.

4.2 Competing enterprises. While contracted by Company, except on behalf of Company, Consultant shall not directly or indirectly, whether as an officer, director, stockholder, partner, proprietor, associate, representative, consultant, or in any capacity whatsoever engage in, become financially interested in, be employed by or have any business connection with any other person, corporation, firm, partnership or other entity whatsoever which were known by him to compete directly with Company, throughout the world, in any line of business engaged in (or planned to be engaged in) by Company; provided, however, that anything above to the contrary notwithstanding, Consultant may own, as a passive investor, securities of any **public competitor** corporation, so long as Consultant's direct holdings in any one such corporation shall not in the aggregate constitute more than 1% of the voting stock of such corporation and may own, as a passive investor, securities of any **private competitor** corporation so long as Consultant's direct holdings in any one such corporation shall not in the aggregate constitute more than 5% of the voting stock of such corporation.

5. FORMER EMPLOYMENT OR CONSULTANCY

5.1 No conflict with existing obligations. Consultant represents that Consultant's performance of all the terms of the Agreement and as a contractor of Company does not and shall not breach or conflict with any agreement or obligation of any kind made prior to Consultant's contracting by Company, including agreements or obligations Consultant may have with prior employers or entities. Consultant has not entered into, and shall not enter into, any agreement or obligation either written or oral in conflict with the Agreement.

5.2 No disclosure of confidential information. If, in spite of the second sentence of Article 5.1, Consultant should find that confidential information belonging to any former employer might be usable in connection with Company's business, Consultant shall not intentionally disclose to Company or use on behalf of Company any confidential information belonging to any of Consultant's former employers except in accordance with agreements between Company and any such former employer. However, during Consultant's contracting by Company, Consultant may use in the performance of Consultant's duties all information which is generally known and used by persons with training and experience comparable to Consultant's own and all information which is common knowledge in the industry or otherwise legally in the public domain.

6. TERMINATION OF CONTRACT

6.1 Termination. Company may terminate the Agreement at any time by giving notice to consultant.

6.2 Cooperation with company after termination. Following termination of Consultant's contract for any reason, Consultant shall fully cooperate with Company in all matters relating to the winding up of Consultant's pending work including, but not limited to, any litigation in which Company is involved, and the orderly transfer of any such pending work to such other employees or consultants as may be designated by Company. To the extent that such cooperation continues for an extended period or requires an excessive amount of time, Company shall reasonably compensate Consultant for such services.

6.3 Publicity; non-disparagement. Consultant may not issue any press release, make any public announcement, or speak with any third party with respect to the Agreement or the relationship between them. Regardless of any dispute that may arise in the future, Consultant shall not disparage, criticize or make statements which may be interpreted as negative, detrimental, or injurious to the other to any individual.

7. DATA PROTECTION

7.1 Consultant consents to the Company holding and processing data relating to him for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to the Consultant including, as appropriate:

(a) information about the Consultant's physical or mental health or condition in order to monitor sickness absence;

(b) the Consultant's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; and

(c) information relating to any criminal proceedings in which the Consultant has been involved, for insurance purposes and in order to comply with legal requirements and obligations to third parties.

7.2 Consultant consents to the Company making such information available to those who provide products or services to the Company such as advisers, regulatory authorities, governmental or quasi governmental organisations and potential purchasers of the Company or any part of its business.

7.3 Consultant consents to the transfer of such information to the Company's business contacts outside the European Economic Area in order to further its business interests.

8. TRADE SECRET PROTECTION

In addition to the protections provided below, Consultant shall sign a Proprietary Information and Inventions Assignment agreement with Company. So as to protect the trade secrets of Company, Consultant shall not during the Term and for a period of twenty-four (24) months thereafter:

(a) as Consultant hereby acknowledges that Consultant knows and will know through his service for Company that certain employees or contractors of Company or affiliates of Company hold trade secrets of Company which may be of value to Consultant or a third party, and only to the extent that an employee or contract of the Company may hold trade secrets of Company: directly or indirectly solicit, encourage, or take any other action which is intended to induce any other employee or contractor of the Company to terminate his or her employment with the Company, or directly interfere in any manner with the contractual or employment relationship between the Company and any such employee of the Company;

(b) as Consultant hereby acknowledges that Consultant knows and will know through his service for Company trade secrets of Company, some of which comprise client or partner lists: directly or indirectly, whether for his own account or for the account of any other individual or entity, solicit the business or patronage of any clients or partners of the Company;

(c) as Consultant hereby acknowledges that Consultant knows and will know through his service for Company trade secrets of Company, as Company is an engineering company and has a policy of transparency for employees to learn everything about Company, and in consideration of the receipt of the compensation for services rendered set out in the Agreement, and as a condition of and material inducement to Consultant's employment with the Company: directly or indirectly, for any reason, whether with or without cause, engage in a business activity which may be interpreted by

any individual as possibly using such trade secrets, and which competes directly or indirectly with Company.

Due to the difficulty of identifying trade secret theft and the violation of the obligations under the Agreement, where it appears to Company that Consultant is in violation of the obligations, then Consultant shall provide to Company Consultant's records so that Company may determine whether Consultant has violated the obligation.

9. MISCELLANEOUS

9.1 Notices. Any notices provided under the Agreement shall be in writing and shall be deemed effective upon the earlier of (i) personal delivery (including personal delivery by hand); (ii) email (with confirmation of receipt) or (iii) the third day after mailing by first class mail, to Company at its primary office location and to Consultant at Consultant's address as listed on Company payroll.

9.2 Severability. Whenever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law. Where any provision or part provision of the Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part provision, or any determination in another jurisdiction. The Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or part provision was never in the Agreement.

9.3 Waiver. If either party should waive any breach of any provisions of the Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of the Agreement.

9.4 Complete agreement. The Agreement constitutes the entire agreement between Consultant and Company. The Agreement is the complete, final, and exclusive embodiment of the agreement of Consultant and Company with regard to this subject matter and supersedes any prior oral discussions or written communications and agreements. The Agreement is entered into without reliance on any promise or representation other than those expressly contained in the Agreement, and it cannot be modified or amended except in writing signed by an authorized officer of Company.

9.5 Counterparts. The Agreement may be executed in any number of counterparts, including by facsimile delivery, all of which taken together shall constitute one and the same agreement.

9.6 Headings. The headings of the sections of the Agreement are inserted for convenience only and shall not be deemed to constitute a part of the Agreement nor to affect the meaning thereof.

9.7 Successors and assigns. The Agreement is intended to bind and inure to the benefit of and be enforceable by Consultant and Company, and their respective successors, assigns, heirs, executors and administrators, except that Consultant may not assign any of Consultant's duties under the Agreement and Consultant may not assign

any of Consultant's rights under the Agreement without the written consent of Company, which shall not be withheld unreasonably.

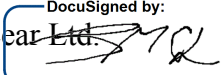
9.8 Attorney fees. If either party brings any action to enforce its rights under the Agreement, it shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such action should it prevail in the action.

9.9 Governing law; jurisdiction. The Agreement shall be construed in accordance with, and all matters arising out of or relating in any way, whether in contract, tort or otherwise, to the Agreement shall be governed by the law of England and Wales. Each party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the courts of England and Wales without giving effect to principles of conflict of laws. Each party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, the defense of an inconvenient forum and any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to the Agreement in any court referred to in this paragraph.

9.10 Independent Counsel. Consultant has been provided with an opportunity to consult with Consultant's own counsel with respect to the Agreement. Consultant acknowledges that Company or its counsel did not represent Consultant with respect to the Agreement.

This space is intentionally left blank

Each party has duly read, understood and executed the Agreement in counterpart as of the date first set forth above.

DocuSigned by:
McLear Ltd.
By: 
Name: John McLear
Title: Chairman & CTO


DocuSigned by:
Consultant
By: 
Name: Joseph Principe

EXHIBIT 4



EXHIBIT 5



EXHIBIT 6



Elysi Inc.

Executive summary

Confidential

Elysi Inc, 15 September 2015



Create a reformist revolution

Introduction

Food trucks can generate 5000% profit per year. The **key risks** are market risk (are there customers?) and food quality. We have an exclusive monopoly agreement with Spokane Falls Community College, and my father is a master chef.

Phase 1

The first truck costs \$40k. The **projected first-year revenue is \$500k**. Please see our separate spreadsheets for the data.

Phase 2

We allocate all profits to building out a fleet of trucks. We can **build 10 trucks in the first year** using the profits. We use the same market strategy with these trucks at other campuses across the country.

Phase 3

That is only the beginning. We want to **take over the cafeteria contracts** themselves.

Sodexo is a French conglomerate that operates over 800 college campuses in the US. Their group annual profit was EU966m in 2014. Sodexo is 37.11% owned by the French billionaire Pierre Bellon and his family. In other words, the Bellon family makes nearly a half a billion dollars a year in part due to serving disgusting food to Americans at a huge markup.

We rip those profits away from Pierre.

We create an NPO that sticks all of those profits right back into the colleges and into the local communities including homeless shelters and juvenile reform programs.



Entity structure pre-conversion

Corporation

Corporate Board & Executives

CEO & Chairman

Joseph Prencipe

COO & Director

Joel Creamer

CFO & Director

Dane Fickel

Truck Team 1

Chef

Matt Prencipe

Employee

Michael Prencipe

Employee

Mario Prencipe

Expansion Teams

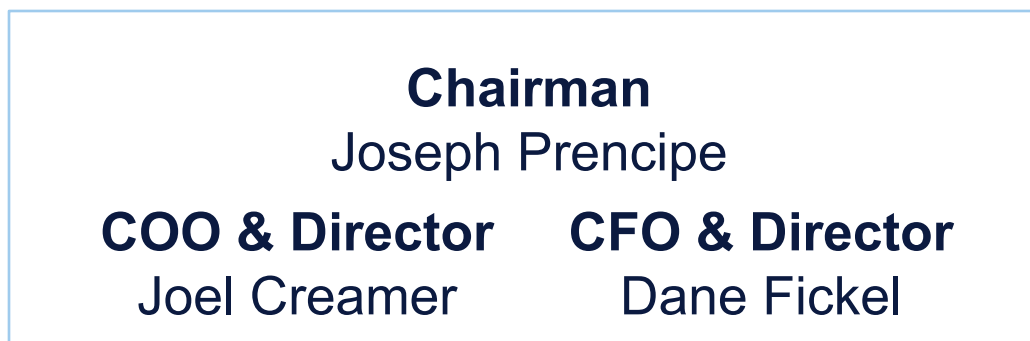
Hire from local
population of friends
etc.



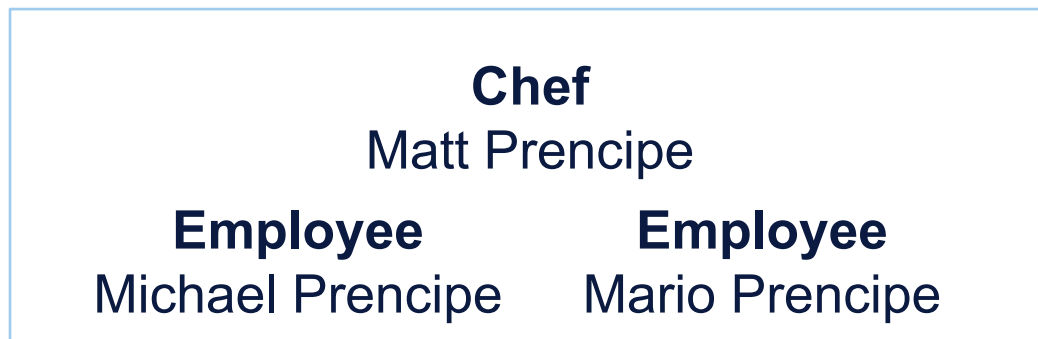
Entity structure post-conversion

Tax exempt non-profit organization

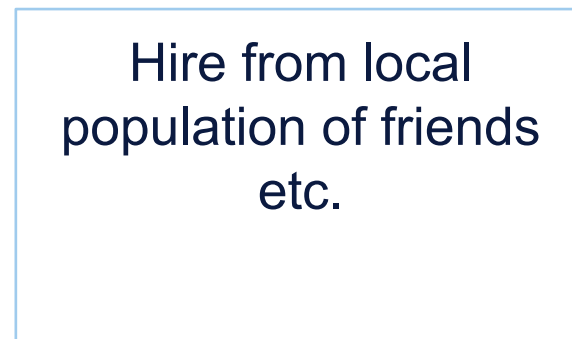
NPO Board & Executives



Truck Team 1



Expansion Teams





Key contract terms

Contract with Spokane Falls Community College

- **Exclusive right** to park food truck on campus.
 - There are no stores nearby.
 - There is only the college cafeteria.
 - The cafeteria serves terrifying food at a high markup.

- **\$300 monthly rent.**

- Food item cost must be **under \$7 per item** (this is easily accomplishable with still over a 50% profit margin).



Upfront risk review

- **Market penetration and competition risk.**
 - Overall these risks are low.
 - There are over 8,000 students.
 - There is little competition. There are no nearby restaurants and there is only the college cafeteria. The cafeteria serves terrifying food at a high markup.
 - Matt's food is terrifyingly good.
 - We can maintain a high profit margin and still sell at \$5 an item.

- **Food quality risk.**
 - This risk is low
 - Matt's food is five star. It will sell without a doubt.

- **College termination risk (and later risk colleges don't let us expand).**
 - This risk is unknown. For example college may decide to cancel agreement.
 - Mitigation measure #1 is that we can sue them.
 - Mitigation measure #2 is we enter into NPO profit sharing agreements. The community colleges love money, and hey will love profit sharing.



Upfront cost review

- **Truck acquisition and development.**
 - Ranges \$20-40k depending on quality.

- **Home industrial kitchen.**
 - Will cost 1k to build out.
 - [Issue: against law, needs to be permitted location?]

- **Upfront food cost.**
 - Invest \$1k for the first week.
 - The profits will be used to buy further food.

- **Licensing etc.**
 - Imagine it will cost \$1k.



Phase 1

Day 1: first truck dispatched



Phase 2

Day 60: Order 2 new trucks.

Day 180: 4 new trucks are ordered. Blitzscale across country.

Day 360: Order 4 new trucks. Blitzscale.



Phase 3

Day 365: start negotiation discussions regarding cafeteria.



Vision

Reformist revolution in modern American society

- **By transferring ownership of base-level corporate sectors** to the community, our society gains **economic efficiencies**. These include an increase to worker efficiency caused by an increase in happiness and morale, increase in worker retention because of pride in jobs working for the community, and a reduction of wasteful spending (certain business should not be spending on expansion and marketing but they throw the money at it).

- Our **communities gain the cash profits** of these sectors instead of them hiding in the bank accounts of the super elite. With that money we can reduce crime, reduce poverty, increase education quality, and care for the homeless.

- Other **reformist target sectors** include:
 - Banking deposits;
 - Low level retail clothing;
 - Low level manufacturing; and
 - Low level healthcare.



Vision

Limitations to the vision

- To reduce our risk and increase economic output to the community, we will have **highly lean companies**. This means no R&D innovation spending, very lean salaries (just enough to retain talent at the executive level), and very limited business staff (for example, no marketing teams).
- This also means we should **not be in industries that require innovation, competition, or high salaries** to propel forward or to keep competitors on their toes, such as in high tech, doctors, marketing, etc..
- We will avoid geographic locations that have too high of cost. For example, Georgia and not Manhattan will be a good first target.
- The philosophy can be summed up such that:
 - Capitalism propels innovation and expansion. When those are no longer needed, capitalism only harms society with unfair wealth distribution. Those companies should be realigned to **maximize benefits to the community**.



Vision

Thought experiment

- There are 100 men and 100 coconut trees. Each man could have one tree. But the most intelligent man decides to compete, and he ends up controlling all trees and the distribution of coconuts.
- He exports 90 trees worth of coconuts and keeps the capital. He gives the coconuts from the remaining 10 trees as payment to his people.
- He is the most intelligent and that keeps him in power. But his **society is at a great loss** of its own resources. This causes workers to **lose health, morale and happiness**.
- The man could reproduce more children than other men, and therefore the society would benefit from having on average more intelligent children each generation of competition. But in this society, each man has the same number of children on average.
- The 90% pooled capital could be used for the society, and therefore the society gain greater benefits than if each person only held 1% of the capital. But this man **does not share any capital**. Occasionally he donates one extra coconut to the other people.



Why convert to NPO and not just take profits?

- **Contribute to our society** by giving profits to the colleges and local community.
- **Remove customer loss risk** by inking profit-sharing agreements with the customers themselves.
- **Greatly increase expansion rate** because colleges will give us recommendation letters to other colleges etc.
- **Greatly increase efficiency** of workers because they will have an unprecedented morale boost due to our vision.
- **Greatly reduce worker turnover** because workers will have an unprecedented morale boost.
- **Remove taxes** by taking NPO status.



Our next steps

- **Execute** investment agreement to fund the first truck.
- **Iron out** our business plans.
- **Legal work** including incorporation and licenses.



Investment Agreement key terms

- **Investment** of capital:
 - Joseph (\$15k), Joel (\$10k), Dane (\$10k)
- **Repayment** of 300% of the amount invested to each investor within 12 months.
- **Employment** as an executive and director with an attached high executive and director pay.
- **Profit split** on first truck (excluding amount re-invested):
 - Prencipe family (80%), Joel (10%), Dane (10%)
- **Profit split** on later trucks until NPO conversion:
 - Prencipe family (50%), Joel (25%), Dane (25%)



Appendix 1: Projections

- **See** attached financial projections.



Appendix 2: Sodexo overview

- **Sodexo** has a 95% client retention rate. **What???**
- **Pierre Bellon's** autobiography is entitled '***I Have Had a Great Time***'.
- Lets destroy them.



Elysi Inc is a joint-stock corporation incorporated in Delaware. This material is confidential and distributed in accordance with the mutual NDA agreed to be signed by the recipient upon request of these materials.

© Elysi Inc 2015

Confidential

EXHIBIT 7



Joe Prencipe <j.n.prencipe@gmail.com>

2 messages

Joseph Prencipe <joseph_prencipe@tokyo-gas.co.jp>
To: j.n.prencipe@gmail.com

Wed, Sep 16, 2015 at 7:56 PM

http://www.sodexo.com/en/Images/sodexo-key-figures-FY2014_EN342-829345.pdf

Sodexo supplies catering services to the U.S. military, New York City public hospitals and University campuses in the US (including George Washington University, Stevens Institute of Technology, and Binghamton University).[3]

Global Fortune 500 company.
French services conglomerate.

EU18bn in revenues.
EU966mn in operating profit.

Market share.
38% in North America of globe.
21% in Education of industries.

History.
1998 Gained large NA growth by merging with Marriott Management Services.
2002 IPO.

Contracts.
2011 executed 8-yr contract to supply food to 51 US Marine Corps mess halls.

Weak point: bad food.

Implement profit free corporation idea?

We distribute profits to:

- 1) school (dividend);
- 2) local community (dividend);
 - homeless shelters
 - food banks
 - schools

3) executive staff (salary).

Limit expenses and sell for small profit margin.

Food should be controlled by the people and a non-profit industry except for pay for executives.

Shareholders want dividends from profits, but we make the people the shareholders and give them the dividends.

Strategy destroys regulatory hurdles. Encourages people to throw away their current food service provider and go to us. Encourages local farmers (eg organic) to sell us their food. Will help greatly with staff retention and hiring - we say 'We are the people, we make no profits, we give the money back to the local community. But we need you to operate, otherwise we simply can't run the business. If you are a person that can give your life to your local community and country, then we need you to work for us.'

Culture.

We should build a strong culture that literally guides the people to operate effectively to reduce problems and keep food quality high. We make sure there's a strong love for the local community that drives everyone to work hard. We pay them well so no one feels like they are wasting. We make exit options very obvious - if you want to go work

somewhere else (you just feel that you need to do something, maybe join the military or study philosophy and become a lawyer like me), please do and you can come back any time.

Societal values.

Align the company's values with society's values. Make sure the society realizes that very clearly. Make sure they realize that competitors aren't doing that, and that they realize what competitors actually do. Then impose those values upon the society - love for fellow American, freedom, independence, etc.

Transparency strategy.

With this kind of profit free idea, there is big risk of some mistake or fraud occurring and then when people find out about it, they would go nuts and it'd be a big problem. What we need to do is implement ridiculous transparency measures, such as posting the accounting books online, all salaries, etc. Streaming video from the offices, etc.

Profitability inquiry.

Would it be profitable? Could we expand the great food and keep quality high across all platforms? Every military base in the states? Why can't we? We need a dedicated staff that does their gd job and does a good one, and that's hard. If we incentivize them with equity, then... that might help. And we keep a strict rulebook for firing.

Sodexo boycotts.

There have been at least nine boycotts of Sodexo, for varying reasons: at Brandeis University in Waltham, Massachusetts,[13] at Clark University in Worcester, Massachusetts, at the School of Oriental and African Studies at the University of London, at the American University in Washington D.C., and at Université Laval in Quebec City, at Binghamton University in New York, and Allegheny College in Meadville, Pennsylvania, at DePauw University in Indiana, Hollins University in Roanoke, Virginia, Emory University in Atlanta, Georgia,[14][15][16] at Nordea banks in Finland, at the University of Tampere,...

Proud to work there.

One key issue in staff retention and quality of work is that it is embarrassing to work in food services. We change that concept. We align ourselves with the society's values, brand ourselves as the very image of the great american culture, make staff feel proud they're working for a company that represents that country's values and goals, pay them well, etc.

Staff pay.

This is an interesting issue because by foregoing profits we'll be able to pay staff more than the market standard. We will need to be careful because profits only go so far when you're paying for the salary of 20,000 people. For example, if you raise the pay of 20,000 people from \$25,000 to \$35,000, then you have just spent \$200,000,000.

Revenue calculation.

Assume 800 sites feeding average of 10,000 people who pay average of \$5 each for one day. $8,000,000 \times 5 = \$40,000,000/\text{week day}$. $\$800,000,000/\text{month}$. Employee count would need to be high, maybe 300,000.

Separation of control.

Companies of different industries (eg food services, clothing retail) should not be owned by the same parent company. It is naturally beneficial to the people to avoid power accumulation. Power should not be dispersed such that efficiencies are lost. But it must not all reside in one oligarchy.

Research 'reformism' as part of Socialism.

<https://en.wikipedia.org/wiki/Reformism>

Next stage: Transparency reforms.

Given such a large reform to the food services sector, what is next? The momentum can be applied to other reforms. Government transparency should be priority. Balancing between what can be shown (politician's donor sources) and what cannot be shown (military strategy) must be set out.

Pride to work in the sectors.

We need to bring out society's pride to work in these sectors such as transparent government and food services. Everyone hates them now.

Banking is just waiting to be disrupted in the same way.

Reformist industries.

- Basic healthcare (not advanced healthcare, that requires innovation etc).

Tax structuring.

Query tax structuring of entity. Tax breaks for contributions.

Example capital outlay.

- \$502,500 to community.

Calculate in summer holiday.

Revenue: (8000 people) x (\$5/day) x (20 days/month for 8 months = 160 days) = 6.4m.

Profit margin = 3.2m.

Staff = 1,225,000m.

Profits = 1,975,000.

$$\text{Tax} = 30\% = 592,500.$$

Post-tax profits = \$1,382,500.

Distribution:

\$500,000 to expansion.

\$500,000 to school.

\$382,500 to local community.

Staff conversion.

- Cleaning, maintenance services. Query if Sodexo is also providing these services. It's going to be a tough addition for us to start doing this also. Can team with ABM for those services?

NPO structure.

It appears that the NPO structure is optimal.

Sodexo salaries (Glassdoor).

<http://www.glassdoor.com/Salary/Sodexo-USA-Salaries-E425.htm>

Food Services Manager (\$48k).

General Manager (\$71k, \$84k).

Cashier (\$10/hour).

Executive Chef (\$60k).

Operations Manager (\$60k).

Cook (\$12/hour).

Managers are ranging \$50-\$80k.

Cooks, cashiers around \$10/hour.

Chefs around \$60k.

Hire people who aren't going anywhere and pay them a real living wage to reduce retention risk.

Business scope.

Focus only on community college campuses at first. These are very stable locales and large enough to support us spending the time on developing them. Why is time an issue? Because if we're entering 50 corporate cafeterias and 50 public schools in Spokane alone, it'll take us 10 years to develop it out.

We can geographically scale faster with the best locale (community colleges). Geographic scaling is important to reduce competition risk. Once we have reduced competition risk we turn inward and focus on the other cafeterias where possible. If it's not possible to save every cafeteria of bad food, that's fine. We have to act within the limits of reasonability.

Wealth redistribution.

So what happens is the profits which would normally go straight to shareholders will instead be redistributed to the schools and the community.

This introduces school failure risk. If these school should not be in business at all (I doubt the contribution to society of some community colleges) then we should not be giving them a lifeline. This is because it is a risk to us to be associated with and depending on a school that may fail. We should also not support schools that are detrimental to the community.

Sodexo shareholders.

<http://www.sodexo.com/en/finance/shareholders/shareholding/structure.aspx>

Public (52%)

Bellon SA (37.71%).

First Eagle Investment Management (2.8%).

Allianz Global (2.7%).

Employees (.69%).

Bellon SA shareholders.

<http://www.sodexo.com/en/finance/shareholders/bellon/sa.aspx>

Pierre Bellon and his four children hold 68.5% of the shares.

Bernard Bellon, who is Pierre Bellon's brother, and other members of the Bellon family own 13% of the shares of Bellon SA.

Sofinsod, one of the Sodexo wholly owned subsidiaries, holds 18.5% of the shares of Bellon SA.

Profit distribution.

So the company is making EU966m/year in profits. 37.71% of that is distributed as dividends to the Bellon family.

That's EU364m/year. Instead of Americans eating healthy food, the Bellon family is making nearly half a billion a year.

Pierre Bellon is worth \$4.4bn and is the chairman and president of Sodexo. His autobiography is entitled 'I Have Had a Great Time'.

https://en.wikipedia.org/wiki/Pierre_Bellon

2008 (93.3%), 2009 (94.2%). This is way too high. There is clearly no competition. Get more figures. I am pushing the angle of 'They are sick, weak, rich French selling us chemical endowed food'.

Identify other players in the market alongside Sodexo.

Need to consider if we're planning on a 20+ year horizon and they're not even funded anymore in 20 years.

This is very reminiscent of a siege tank attacking a fort. We sit outside and filter off their customers by attacking their weak points (expense and bad food). We amplify association with the school and the people by notifying them of our NPO policy. We get the contract and stick around for life, give them and the community back the profits.

Tue, Feb 25, 2020 at 12:00 PM

<https://maps.google.com/maps/u/0/?hl=en&map=69d8a136b1v&ew=pt&search...msg+f%3A1512527478430353660&smp=msg+a%3Ar7301022249659701437>

1998 Gained large NA growth by merging with Marriott Management Services.
2002 IPO.

Contracts.

2011 executed 8-yr contract to supply food to 51 US Marine Corps mess halls.

Weak point: bad food, high prices, no competition.

Sodexo boycotts.

There have been at least nine boycotts of Sodexo, for varying reasons: at Brandeis University in Waltham, Massachusetts,[13] at Clark University in Worcester, Massachusetts, at the School of Oriental and African Studies at the University of London, at the American University in Washington D.C., and at Université Laval in Quebec City, at Binghamton University in New York, and Allegheny College in Meadville, Pennsylvania, at DePauw University in Indiana, Hollins University in Roanoke, Virginia, Emory University in Atlanta, Georgia,[14][15][16] at Nordea banks in Finland, at the University of Tampere,...

[Quoted text hidden]

[Quoted text hidden]

Sodexo shareholders.

<http://www.sodexo.com/en/finance/shareholders/shareholding/structure.aspx>

Public (52%)

Bellon SA (37.71%).

First Eagle Investment Management (2.8%).

Allianz Global (2.7%).

Employees (.69%).

Bellon SA shareholders.

<http://www.sodexo.com/en/finance/shareholders/bellon/sa.aspx>

Pierre Bellon and his four children hold 68.5% of the shares.

Bernard Bellon, who is Pierre Bellon's brother, and other members of the Bellon family own 13% of the shares of Bellon SA.

Sofinsod, one of the Sodexo wholly owned subsidiaries, holds 18.5% of the shares of Bellon SA.

Profit distribution.

So the company is making EU966m/year in profits. 37.71% of that is distributed as dividends to the Bellon family. That's EU364m/year. Instead of Americans eating healthy food, the Bellon family is making nearly half a billion a year. Pierre Bellon is worth \$4.4bn and is the chairman and president of Sodexo. His autobiography is entitled 'I Have Had a Great Time'. Rofl.

https://en.wikipedia.org/wiki/Pierre_Bellon

Sodexo client retention rate.

2008 (93.3%), 2009 (94.2%). This is way too high? There is clearly no competition. Get more figures. I think a marketing line of 'They are some asshole French capitalists getting rich off of selling us overpriced shit food.'

Sodexo competitors.

Identify other players in the market alongside Sodexo.

[I removed about half of the content since there was a lot of info on a strategy around making it a Non-Profit Org which is what I wanted to do]

EXHIBIT 8

2008 (93.3%), 2009 (94.2%). This is way too high. There is clearly no competition. Get more figures. I am pushing the angle of 'They are sick, weak, rich French selling us chemical endowed food'.

Identify other players in the market alongside Sodexo.

Need to consider if we're planning on a 20+ year horizon and they're not even funded anymore in 20 years.

1) One truck enters Spokane Falls campus. Strong relationship. Preferred food. Cheaper.

3) Take those trucks mobile to Eastern University and SCC. Repeat the same strategy. Get the reference of the dean

4) Blitzscale to the best locations in the country then going down to the least preferable.

This is very reminiscent of a siege tank attacking a fort. We sit outside and filter off their customers by attacking their weak points (expense and bad food). We amplify association with the school and the people by notifying them of our NPO policy. We get the contract and stick around for life, give them and the community back the profits.

Tue, Feb 25, 2020 at 12:00 PM

Cheers

From: **Joseph Prencipe** <joseph_prencipe@tokyo-gas.co.jp>

Subject: Sodexo analysis

To: <j.n.prencepe@gmail.com>

Sodexo supplies catering services to the U.S. military, New York City public hospitals and University campuses in the US (including George Washington University, Stevens Institute of Technology, and Binghamton University).[3]

Global Fortune 500 company.
French services conglomerate.

EU18bn in revenues.
EU966mn in operating profit.

Market share.
38% in North America of globe.
21% in Education of industries.

History.

1998 Gained large NA growth by merging with Marriott Management Services.
2002 IPO.

Contracts.

2011 executed 8-yr contract to supply food to 51 US Marine Corps mess halls.

Weak point: bad food, high prices, no competition.

Sodexo boycotts.

There have been at least nine boycotts of Sodexo, for varying reasons:
at Brandeis University in Waltham, Massachusetts,[13] at Clark
University in Worcester, Massachusetts, at the School of Oriental and
African Studies at the University of London, at the American University
in Washington D.C., and at Université Laval in Quebec City, at
Binghamton University in New York, and Allegheny College in Meadville,
Pennsylvania, at DePauw University in Indiana, Hollins University in
Roanoke, Virginia, Emory University in Atlanta, Georgia,[14][15][16] at
Nordea banks in Finland, at the University of Tampere,...

[Quoted text hidden]

[Quoted text hidden]

Sodexo shareholders.

<http://www.sodexo.com/en/finance/shareholders/shareholding/structure.aspx>

Public (52%)

Bellon SA (37.71%).

First Eagle Investment Management (2.8%).

Allianz Global (2.7%).

Employees (.69%).

Bellon SA shareholders.

<http://www.sodexo.com/en/finance/shareholders/bellon/sa.aspx>

Pierre Bellon and his four children hold 68.5% of the shares.

Bernard Bellon, who is Pierre Bellon's brother, and other members of the
Bellon family own 13% of the shares of Bellon SA.

Sofinsod, one of the Sodexo wholly owned subsidiaries, holds 18.5% of
the shares of Bellon SA.

Profit distribution.

So the company is making EU966m/year in profits. 37.71% of that is
distributed as dividends to the Bellon family. That's EU364m/year.
Instead of Americans eating healthy food, the Bellon family is making
nearly half a billion a year. Pierre Bellon is worth \$4.4bn and is the
chairman and president of Sodexo. His autobiography is entitled 'I Have
Had a Great Time'. Rofl.

https://en.wikipedia.org/wiki/Pierre_Bellon

Sodexo client retention rate.

2008 (93.3%), 2009 (94.2%). This is way too high? There is clearly no
competition. Get more figures. I think a marketing line of 'They are some
asshole French capitalists getting rich off of selling us overpriced shit food.'

Sodexo competitors.

Identify other players in the market alongside Sodexo.

[I removed about half of the content since there was a lot of info on a strategy around making it a Non-Profit Org which
is what I wanted to do]

EXHIBIT 9



Joe Prencipe <j.n.prencipe@gmail.com>

Your U-Haul order

1 message

service@uhaul.com <service@uhaul.com>
To: jnprencipe@gmail.com

Fri, Jan 10, 2020 at 1:33 PM



[My Account](#)

Your Order Is Confirmed

Next Steps:

Order #: **84220054**

Express Check-In

Save time at the counter with Express On-Line Check-In, and experience Moving Made Easier™ on your own personal page at uhaul.com/orders.

[Start Online Check-In](#)

Dear joseph,

This communication contains a summary of the order you placed on **January 10, 2020** and information on what you can expect next. Additionally, we have set-up a free resource page just for you at uhaul.com, which provides helpful information on your move.

Thank you for choosing U-Haul.

Order Summary

Rental Equipment

Reservation #: 84220054

Preferred Pick Up [U-Haul of Santa Monica](#)

Location: 1747 Lincoln Bl
Santa Monica, CA 90404

Pick Up Date: Wednesday, January 15, 2020 at 4:00 PM

Drop Off Location: MIAMI, FL

Drop Off Date: Friday, January 24, 2020

Equipment: 6' x 12' Cargo Trailer



If, for any reason, you need to make changes or cancel this reservation, please visit your account at [uhaul.com](https://www.uhaul.com) by **Tuesday, January 14, 2020**.

11 Tips for Driving a Moving Truck

Driving a U-Haul truck isn't too different from driving a regular vehicle. Our trucks are designed to make moving and driving a simple experience that any DIY mover can accomplish.

[Learn More](#)





For hotel discounts, please visit www.uhaul.com/discounts.

You are receiving this email because of an order you placed with U-Haul. To keep our promises with you, all calls to and from U-Haul Company are recorded. Questions, concerns, comments? Respond back to this email or click the link below for additional assistance.

[Questions or Comments](#) | [Privacy Policy](#) | uhaul.com

EXHIBIT 10



RENTAL APPLICATION

Applicant Information

Name:		Email Address:	
Date of birth:	SSN:	Phone:	
Current address:			
City:	State:	ZIP Code:	
Own Rent (Please circle)	Monthly payment or rent:		How long?
Previous address:			
City:	State:	ZIP Code:	
Owned Rented	Monthly payment or rent:		How long?

Employment Information

Current employer:			
Employer address:			How long?
Phone:	E-mail:	Fax:	
City:	State:	ZIP Code:	
Position:	Hourly Salary	Annual income:	

Emergency Contact

Name of a person not residing with you:			
Address:			
City:	State:	ZIP Code:	Phone:
Relationship:			

Co-applicant Information, if Married

Name:		Email Address:	
Date of birth:	SSN:	Phone:	
Current address:			
City:	State:	ZIP Code:	
Own Rent (Please circle)	Monthly payment or rent:		How long?
Previous address:			
City:	State:	ZIP Code:	
Owned Rented	Monthly payment or rent:		How long?

Co-applicant Employment Information

Current employer:			
Employer address:			How long?
Phone:	E-mail:	Fax:	
City:	State:	ZIP Code:	
Position:	Hourly Salary	Annual income:	

References

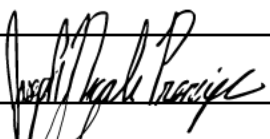
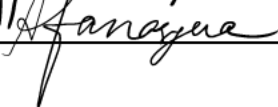
Name:	Address:	Phone:
I have received a copy of this application. I authorize Howard Chase Real Estate, LLC and/or its affiliates to conduct a check on my credit, background, employment and living verifications. I acknowledge that this form does not constitute the acceptance of a lease.		
Signature of applicant:		Date:
Signature of co-applicant:		Date:

EXHIBIT 11



Joe Prencipe <j.n.prencipe@gmail.com>

GM application for goPuff - Action Required

1 message

Natalie Childershacker <natalie.childershacker@gopuff.com>

Fri, Jan 15, 2021 at 12:34 PM

To: j.n.prencipe@gmail.com

Hi Joseph,

My name is Natalie and I am your HR business Partner. As you know, you will be converting over to be on the goPuff team on 1/25. Welcome to the FAM! The first step in this process is to fill out the online General Manager application so our HR team can send you your formal offer letter. Please click the link below to do so and send me an email once your application has been submitted.

Thanks and let me know if you have any questions.

[GM application link](#)



Natalie Childers Hacker - People Operations Business Partner: Region 3,5

C: 817-361-3040

natalie.childershacker@gopuff.com

gopuff.com



EXHIBIT 12

EXHIBIT 13

EXHIBIT 14

EXHIBIT 15

